

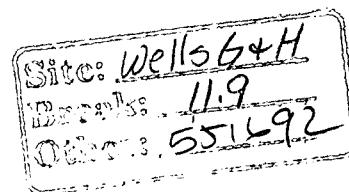
NUTTER, McLENNEN & FISH

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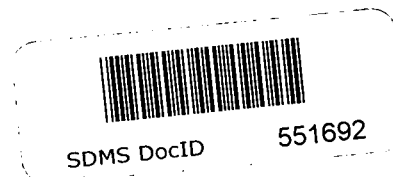
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COUNSEL
LONDON
TOKYO

November 23, 1987
2346-47



BY HAND

Barbara Newman, Project Manager
Massachusetts Waste Management Section
Waste Management Division
Environmental Protection Agency
JFK Federal Building HRS-1903
Boston, MA 02203

Re: Information Request to the
John J. Riley Company, Inc.

Dear Ms. Newman:

Enclosed with this letter please find the response of the John J. Riley Company, Inc. to a request for information from EPA to John J. Riley Co. dated October 13, 1987. Please note that references to documents produced with this information response refer not only to documents physically accompanying this letter but also to documents previously produced on November 13. Concerning the Material Safety Data Sheets produced by the Riley Company on November 13, please note that a complete set of Material Safety Data Sheets responsive to Question 15.b has been included with this response so that the MSDSs could be arranged to correspond to the categories described in Response 15. Also, one of the documents described in Response 7, namely, a lease between John and Diana Riley and the John J. Riley Company, Inc. was not available as of this time because it was in storage. I will forward it to you as soon as I obtain a copy.

NUTTER, McCLENNEN & FISH

Barbara Newman
November 23, 1987
Page 2

Please call me if you have any questions with respect to the same.

Very truly yours,


Mary K. Ryan

MKR:jap
Enclosures

cc: Lisa Gollin Evans, Esq. (w/o enclosures)

1231e

November 20, 1987
2346-47

U.S. Environmental Protection Agency
Barbara Newman, Project Manager
Massachusetts Waste Management Section
Waste Management Division
J.F.K. Federal Building, HRS-1903
Boston, MA 02203

Re: Response of John J. Riley Company, Inc. to Request for
Information Pertaining to Property Located on Salem
Street, Woburn, Massachusetts

Dear Ms. Newman:

The following is the response of John J. Riley Company, Inc. ("Riley Company") to the requests for information contained in the October 13, 1987 letter of Merrill S. Hohman, Director, Waste Management Division, to the John J. Riley Co. Please note that the John J. Riley Co. no longer exists, as it was merged into Beatrice Foods Co. in December 1978. Nonetheless, in a spirit of cooperation, this response is being made by John J. Riley Company Inc., pursuant to your agreement with Attorney Mary K. Ryan that the request be so interpreted.

Riley Company understands that the information requests have been made purportedly pursuant to the statutory authority

U.S. Environmental Protection Agency
November 20, 1987
Page 2

of the Environmental Protection Agency ("EPA") under §3007(a) of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6927(a), and §104(e)(2) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604(e)(2), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), P.L. 99-499. In certain instances specified below, Riley Company questions EPA's authority to seek the requested information.

Riley Company objects to the instruction contained in the information request purporting to impose upon Riley Company an obligation of indefinite duration to supplement this response should any information not presently known or available to Riley Company become known or available at any time in the future. Riley Company contests EPA's authority, under the above-referenced statutory provisions, to impose such an undue and continuous burden upon Riley Company. Should EPA make a specific request for supplementation at any time after receiving this response, Riley Company will endeavor to respond.

Riley Company objects also to the definition of the terms "you" and "Respondent" insofar as it purports to include "contractors" of Riley Company. "Contractors" are, by definition, not agents or employees of Riley Company. Riley

Company further objects to the definition of the term "materials" as vague and overbroad. As defined, the term "materials" literally encompasses any tangible substance. Riley Company will interpret the term "materials" as referring to chemical substances, including, but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, including those chemical substances specifically listed in the definition of "materials."

With regard to requests concerning a November 18, 1986 information request, please note that such request was directed to Mr. John J. Riley, whereas this request was directed to the John J. Riley Co. and, by agreement, is being answered by the John J. Riley Company, Inc. Nothing in this response should be considered to be an admission that Mr. John J. Riley, Jr. personally had any obligation to respond to this request.

Question 1

Identify the person(s) answering these Questions on behalf of Respondent.

Response 1

The questions were answered by John J. Riley, Jr., as President of John J. Riley Co., Inc., with the assistance of counsel.

Question 2

For each and every Question contained herein, identify all persons consulted in the preparation of the answer.

Response 2

Riley Company objects to this question on the grounds that the information is protected by the attorney-client privilege or work product immunity. Without waiver of this objection, Riley Company states that it consulted with the following: the Riley Leather Co., Inc., 228 Salem Street, Woburn, MA, and the D.L. Maher Company, Inc., P.O. Box 127, Concord Street, No. Reading, MA 01864.

Question 3

For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer and provide true and accurate copies of all such documents.

Response 3

Riley Company objects to this question as unduly burdensome and overbroad insofar as a literal reading would require Riley Company to "identify" (as that term is defined in paragraph 14 of the Definitions) each and every document consulted, examined, or referred to in the preparation of every response. Without waiver of this objection, Riley Company interprets this

question to require identification of documents used in the preparation of responses. Riley Company will produce all such documents, except any which may be withheld on grounds of work product immunity or attorney-client privilege. Riley Company objects to any broader interpretation of this question. Riley Company will organize and label all documents produced to correspond with the numbered questions.

Question 4

List the EPA RCRA Identification Numbers of the Facility.

Response 4

None. See document produced herewith.

Question 5

If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response 5

Riley Company has no reason to believe that any particular person that it can identify can provide a more complete response, but notes that Riley Company and the other Facility owners and operators have had many employees over the years and

that other persons have had and do have possession and control of the Facility as discussed in Response 7 below.

Question 6

For each and every Question contained herein, if information responsive to this Information Request is not in your possession, custody or control, then identify the persons from whom such information may be obtained.

Response 6

The working records of the Riley Company were transferred to the Riley Leather Co., Inc. on May 21, 1985, from whom documents produced pursuant to these requests were obtained. Documents of D.L. Maher Company, Inc. relating to Production Well No. 1 (and Production Well No. 2 located on property belonging to Wildwood Conservation Corporation) were produced at a deposition in Anderson, et al. v. Cryovac, Inc., et al. and exhibits from that deposition relating to Production Well No. 1 and No. 2 are produced pursuant to Response 11.

Question 7

Identify the current owners. State the dates during which the current owner owned, operated or leased any portion of the facility and provide copies of all documents evidencing or relating to such ownership, operation or lease, including, but not limited to, purchase and sale agreements, deeds, leases, etc.

Response 7

Riley Company objects to this question as vague, overbroad and unduly burdensome insofar as it seeks production of all documents "evidencing or relating to" Riley Company's ownership, operation or lease of the Facility. Without waiver of this objection, Riley Company responds as follows:

The Facility was owned for many years by the John J. Riley Company, although Riley Company has not researched its ownership prior to its submission to the Massachusetts land registration system in the early 1950's (the exact dates vary with each parcel). On or about December 28, 1978, the John J. Riley Company merged into Beatrice Foods Company ("Beatrice") and title to the Facility (including the buildings) passed to Beatrice. Beatrice then operated the Facility as its John J. Riley Company Division (the "Division"). Effective January 1, 1983, Beatrice sold the assets of the Division; the operating assets were purchased by the John J. Riley Company, Inc. and the land and buildings were purchased by John J. Riley, Jr. and Diana W. Riley, as tenants in common. The buildings and a portion of the land were then leased to the John J. Riley Company, Inc. On or about May 21, 1985, Riley Leather Company, Inc. purchased the operating assets of John J. Riley Company,

Inc. and took over the operation of the tannery. Riley Leather Co., Inc. is a corporation owned and managed by former employees of John J. Riley Company, Inc. Simultaneously, John J. Riley, Jr. and Diana W. Riley conveyed all of Lot 96 and the southern portion of Lot 37 containing the land adjacent to the tannery buildings to Wedel Corporation. Wedel Corporation leased such premises to Riley Leather Co., Inc. by lease dated as of May 21, 1985. John J. Riley, Jr. and Diana W. Riley leased the remaining portion of Lot 37 to Dowd Enterprises by lease dated March 12, 1987.

Documents evidencing the chain of title are produced herewith. Additional documents, e.g., deeds, pertaining to ownership of the Facility prior to registration are available upon request.

Question 8

Identify all prior owners of the Facility. For each prior owner, further identify:

- a. The dates of their ownership.
- b. Any evidence that hazardous materials were released or threatened to be released at the Facility during the period that they owned the Facility.

Response 8

- a. See Response 7 above.

b. Riley Company interprets this question to seek information concerning acts, conditions, or events which caused the release or threat of release of hazardous materials at the Facility prior to 1983. With reference to landfilling of solids, described in Response 13, please note that the results of EP toxicity tests and volatile organic analysis, reported in the "21E Assessment of J.J. Riley Property, 228 Salem Street, Woburn, MA" by GEI, Inc., dated April 19, 1985 ("GEI Report") and produced to EPA by Mr. Riley in December 1986, show that sludge landfilled at the site does not exhibit characteristics which would cause the waste to be identified as a hazardous waste.

Question 9

In response to EPA's prior information request, you submitted a letter written by Edward Lawler from Cambridge Analytical Associates to Richard Jones, forwarding volatile organic analyses taken from three soil samples analyzed on March 24, 1983, at the Facility. Attached to this letter were the results of only one sample (W-1). In addition, the concentrations of volatiles detected were not listed on this one page. Please submit the analytical results for all three soil samples referred to in that letter (Exhibit 8).

Response 9

There are no soil samples referred to in that letter; the samples are a groundwater sample from Production Well No. 1 (referred to as W-1) and water samples related to the property

now owned by Wildwood Conservation Corporation. If this is the information sought, a copy of the report will be made available along with other documents at Nutter, McClennen & Fish. Please note that the Table states, at note 1, that blanks mean no compounds were detected, which is the reason no concentrations of volatiles detected for Production Well No. 1 were listed.

Question 10

Describe the physical structures that exist or that existed at the Facility including but not limited to the following:

- a. Surface structures (e.g., buildings, tanks, etc.).
- b. Groundwater production well(s) and test wells installed for the purpose of groundwater production or for evaluating the Facility for groundwater production wells at the Facility.
- c. Underground structures e.g., storm water drainage systems, sanitary sewer system, septic tank(s) and subsurface disposal field(s).
- d. Underground storage tanks that contain or contained petroleum products, including the age and size of the tank, the type and quantity of petroleum stored, and any leak tests done on the tanks.
- e. Any and all additions, removals, demolitions or changes of any kind to physical structures on, under or about the Facility, or to the property itself (e.g., filling, regrading or excavation) and state the dates on which such changes occurred.
- f. Well production rate or design yield.

Response 10

- a. See map produced pursuant to Response 15(f).

Buildings: one three-story factory building, one

one-story factory building, a boiler room in a structure separate from the factory buildings, two office buildings, and a well house for Production Well No. 1. Tanks: two tanks for sulphuric acid (one 2,500 gallon tank and one 5,000 gallon tank); one tank for sodium bichromate (5,000 gallons); one tank for kerosene (275 gallons). Surface structures: one buffing dust pit and one sludge or solids lagoon (no longer in existence, see Response 13 below).

- b. There is one ground water production well. Production Well No. 1 is a gravel-packed well approximately 38 feet in depth. An additional test well was installed in 1945 but was not developed as a production well. Production Well No. 1 is located approximately 300 feet northeast of the catch basin adjacent to the B&M Railroad tracks.
- c. See map produced pursuant to Response 15(f). The Woburn City sewer system runs from Salem Street north under the driveway which lies between the two plant buildings. The sewer system then veers to the northeast. All tannery buildings, with the exception of the boiler room, are connected to the city sewer

system. The plant production drainage system drains into the Woburn City sewer system, which later joins the MDC (now MWRA) sewer system. No other storm water drainage systems, septic tanks or subsurface disposal fields are on the property. There are underground pipes running to the tannery from Production Wells Nos. 1 and 2 ("the well lines") and when solids from the catch basin were pumped to the solids or sludge lagoon (see Response 13), a small portion of the connecting pipe ran under the driveway.

- d. From 1951 until 1981, there were three oil storage tanks on the property: one 12,000 gallon capacity tank which held No. 2 oil, and two 15,000 gallon tanks which held No. 6 oil. There are now three underground oil storage tanks which contain petroleum products. The tanks store No. 2 and No. 6 oil. These three tanks were installed in approximately March of 1981. Each tank is 15,000 gallon capacity. No leak tests have been done on the tanks since they were installed.
- e. Riley Company interprets this request to seek information other than excavations incidental to installation and maintenance of Production Well No. 1

and the well lines. Building additions to the land are noted on the map produced in response to Request No. 10.a. In 1981, the oil storage tanks were replaced, as noted in the response to Request 10.d. above. In approximately 1965, the buffing dust pit was moved from its location directly east of the three-story factory building to an area north of the one-story factory building, as noted on the map produced in response to request No. 10.a. In approximately 1979, 1980, and 1981, the former lagoon area north of the buildings was dredged, and the material which was dug up was mixed with sand to make loam. This loam was landfilled on the property north and west of the factory buildings. After solids began to be landfilled near the catchbasin, the above-ground portions of the pipe between the catch basin and the lagoon was removed; also, the area where solids were landfilled near the catch basin was partially cleaned out and the material which was dug up was landfilled in the northwest portion of the Facility. In approximately 1983 and 1984, the hill behind the factory buildings was leveled slightly.

- f. Riley Company interprets this question to seek the original design yield (production rate) in gallons per minute. Production Well No. 1 was rated in 1945 at approximately 500 gallons per minute.

Question 11

Submit all documentation to support your answers to question 10, including, but not limited to:

- a. drilling logs,
- b. lithologic and stratigraphic logs,
- c. drillers well completion data and construction method.

Response 11

See documents produced herewith. These documents concern both Production Well No. 1 and a second production well not on the Facility (Production Well No. 2, on property belonging to Wildwood Conservation Corporation).

Question 12

Describe the acts or omissions of any persons, other than your employees, agents or those persons with whom you had a contractual relationship, that may have caused the release or threat of release of hazardous substances at the Site or at the Facility and the damages relating therefrom and identify such persons. In addition, describe all precautions that you took against foreseeable acts or omissions of any such third parties and the consequences that could foreseeably result from such acts or omissions.

Response 12

Riley Company objects to this request insofar as it seeks factual information and/or legal conclusions which are relevant to statutory litigation defenses; as such the request exceeds EPA's statutory authority. Without waiver of this objection, Riley Company further responds that it does not presently have knowledge of such acts or omissions. Further, the Facility was fenced in approximately 1951.

Question 13

At the time you acquired the parcels of the Facility, did you know or have reason to know that any material was disposed of on, in, or at the Facility? Describe all investigations of the Facility you undertook prior to acquiring/leasing the Facility and all of the facts on which you base the answer to the preceding question.

Response 13

Riley Company objects to this request insofar as it seeks factual information and/or legal conclusions which are relevant to statutory litigation defenses; as such the request exceeds EPA's statutory authority. Without waiver of this objection, Riley Company further responds that as explained in Response 7 above, Riley Company did not acquire the Facility in 1983 but only the tannery business assets and a leasehold interest in a portion of the Facility. At the time Riley Company was aware

that under prior owners, solids collected in the sewer catch basin were periodically cleaned out and landfilled in a lagoon in an area in the northwest portion of the Facility adjacent to Wildwood Street. Solids were landfilled in this area up until approximately 1975, although in the 1960's and early 1970's solids from the catch basin were also landfilled in an area near the catch basin, which continued to be used to landfill solids after use of the lagoon was discontinued. Riley Company was also aware in 1983 that buffing dust, a particulate waste composed of fine shavings from hides, was disposed of in the buffing dust pit. See further description of buffing dust in Response 15.d. Prior to (and after) 1983, wastewater from the tannery was discharged to the MDC sewer. Riley Company does not interpret this question to seek information concerning sewer discharges. No particular investigation of the Facility was conducted in connection with the Riley Company acquisition in 1983, although Riley Company was aware of the field investigation done by Ecology and Environment, Inc. for EPA in 1980.

Question 14

Submit the page of data containing analysis performed by Clean Harbors on a soil sample collected from Test Pit #5 at the Facility in 1986. This information was found missing from Appendix B of the report entitled "Test Pit Explorations Vacant Parcel Off Wildwood Street, Woburn, Massachusetts", written by Kurz Associates, on August 4, 1986, when it was submitted to EPA in response to the November 18, 1986 information request.

Response 14

This page was inadvertently omitted from the document and is produced herewith.

Question 15

Have you ever generated, purchased, stored, treated, disposed, removed or otherwise handled any hazardous materials at the Facility? If the answer to the preceding question is anything but an unqualified "no" identify:

- a. In general terms, the nature and quantity of the non-hazardous materials so transported, used, purchased, generated, stored, treated, disposed, removed or otherwise handled.
- b. The chemical composition, characteristics, physical state (e.g., solid, liquid) and quantity of each hazardous material so removed, transported, used, purchased, generated, stored, treated, disposed, or otherwise handled.
- c. The persons who supplied you with each such hazardous material.
- d. How each such hazardous material was used, purchased, generated, stored, treated, transported, disposed, removed or otherwise handled by you.
- e. When each such hazardous material was used, purchased, generated, stored, treated, transported, disposed, removed or otherwise handled by you.
- f. Specify, with drawings and maps, where each such hazardous material was used, purchased, generated, stored, treated, transported, disposed, removed or otherwise handled by you.

Response 15

Although the Riley Company uses some quantities of materials which are considered hazardous by US EPA and DEQE. Riley Company is not a generator of hazardous material, as noted in the GEI report, p.8; see also document produced pursuant to Response No. 4.

- a. Non-hazardous materials were used in the tannery process. The tannery process stages are described in response to Request No. 15(d). Non-hazardous materials include cow hides, cane molasses, table sugar, table salt, flour, food extracts, wax, wood extracts, food dyes, pine sawdust, animal glue, and oxygen. Material Safety Data Sheets ("MSDS") for the non-hazardous materials used and invoices which indicate the quantity of non-hazardous materials used by the Riley Company are available for review and copying at the offices of Nutter, McClennen & Fish.
- b. Material Safety Data Sheets listing the composition, characteristics and physical state for hazardous materials used, purchased, stored, disposed of or otherwise handled at the Facility are produced herewith, organized to correspond to the five stages

of leather making described below in Response 15.d. Based upon its investigation, Riley Company believes that the MSDSs produced identify all hazardous materials handled at the Facility during the period of Riley Company's operation of the Facility. Copies of invoices from suppliers which show the quantity of each such hazardous material used by the Riley Company are available for inspection and copying at the offices of Nutter, McClennen & Fish.

- c. Copies of invoices from suppliers are available for inspection and copying at the offices of Nutter, McClennen & Fish pursuant to Response 15.b.
- d. A description of how the materials were used requires a brief general description of the process of leather making. Leather making involves five stages. Chemicals are involved at several stages of the process. The first stage takes place in the beam house. The location of the beam house is noted on the map produced in response to Request No. 10.a. In the beam house, the hides to be tanned are soaked, fleshed, unhaired, bated, and pickled. The liquid waste from the soaking, fleshing, dehairing and bating

processes were discharged into the sewer. Solid wastes from this fleshing process were of two types: (1) lined trimmings, which were sold for glue and gelatin manufacturing, and (2) hide fleshings, which consist mostly of animal oil and grease, and were sold.

The next stage in the process is tanning. This process also occurs in the beam house. Liquid wastes from the tanning process were discharged into the sewer. Solid wastes, called "tan fleshings", were collected and removed from the site by a private trash collecting company. Other solid wastes, called "chrome shavings" were sold by Riley Company to another company.

The third stage is coloring. The location of where this process takes place is noted on the map produced in response to request No. 10.a. Liquid wastes from the coloring process were discharged into the sewer. There was no solid waste from the coloring process.

The fourth stage is pasting or drying. This process occurs in the one-story factory building, as

noted on the map produced in response to request No. 10.a. Liquid wastes from this process were discharged into the sewer. Solid wastes, called "crust leather trimmings," were collected and removed from the site by a private trash collecting company (Rafter Disposal Co., Inc., 204 Merrimac Street, Woburn, MA 01801, which was sold to BFI in 1984 or 1985.) Solid waste called "buffing dust" was sprayed with water and accumulated on the site in the buffing dust pit. The buffing dust pit location is noted on the map produced in response to Request No. 10.a. Periodically the buffing dust pit was cleaned, and the material removed was taken off site with the general waste.

The final stage in the process is finishing. This stage occurs on the second floor of the three-story factory building, as noted on the map produced in response to Request No. 10.a. Liquid wastes were washed with water and then discharged into the sewer. Solid wastes, primarily paper coated with finishing sprays, were removed from the site by a private trash collecting company.

No 2. and No. 6. heating oil was burned in the boiler room. Hazardous materials were stored on the first floor of the three-story factory building, as noted on the map produced in response to Request No. 10(a). Dyes were stored on the first floor of the three-story factory building, as noted on the map produced in response to Request No. 10.a. Sulphuric acid and sodium bicarbonate were stored in the tanks outside of the factory building, as noted on the map produced in response to Request No. 10.a.

Non-hazardous materials, including food dyes, flour, food extracts and molasses were stored in the first floor of the three-story factory building, as noted on the map produced in response to Request No. 10.a.

- e. Riley Company's response to these requests is limited to the period it operated the tannery from January 1983 until May 1985. See answer to Requests Nos. 7 and 8, above. The hazardous materials listed in response to Request No. 15 were used, purchased, stored, treated, transported, disposed, removed or otherwise handled from 1983 until 1985. Riley Company purchased such materials on an "as needed" basis from

the suppliers listed on the invoices produced in response to Request 15.c.

f. A map responsive to this Request is produced herewith.

Question 16

Identify all liability insurance policies held by Respondent. In identifying such policies, state:

- a. The name and address of each insurer and of the insured;
- b. The amount of coverage under each policy;
- c. The commencement and expiration dates for each policy;
- d. Whether or not the policy contains a "pollution exclusion" clause; and
- e. Whether or not the policy covers sudden, nonsudden or both types of accidents.

In lieu of providing this information, you may submit complete copies of all insurance policies that may cover the release or threatened release of hazardous materials.

Response 16

Copies of general liability and umbrella policies for 1983, 1984 and 1985 are produced herewith.

Question 17

Provide all financial statements for the past five fiscal years, including, but not limited to, those filed with the Federal and State Internal Revenue Service and Securities and Exchange Commission.

Response 17

Riley Company objects to this question as confusing and ambiguous insofar as it refers to "financial statements...filed with the Federal and State Internal Revenue Service." Riley Company interprets this question to seek annual financial statements of the type customarily maintained by businesses and produces herewith annual financial statements for 1983 and 1984. There is no similar statement for 1985. These financial statements are being produced subject to a claim of confidentiality pursuant to Section 104(e)(7) of CERCLA, and have been labelled "COMPANY CONFIDENTIAL".

Riley Company objects to this question if it is, in fact, intended as a request for production of Riley Company's Massachusetts income tax returns. It is well established as a matter of Massachusetts law that the ban of G.L. c. 62C, 21 on disclosure of Massachusetts income tax returns by public officials cannot be circumvented by recourse to the taxpayer. Finance Commission of Boston v. the Commissioner of Revenue, 383 Mass. 63, 68 (1981) (citing Leave v. Boston Elevated Ry., 306 Mass. 391, 402-403 (1940)). See also Finance Commission of Boston v. McGrath, 343 Mass. 754, 766 (1962). In Tollefsen v. Phillips, 16 F.R.D. 348 (D. Mass. 1954), the United States

District Court for the District of Massachusetts ruled that it was bound by the doctrine noted above and refused to compel production of a Massachusetts income tax return. See id. at 349. Riley Company has maintained the confidentiality of its Massachusetts income tax returns, and will continue to do so.

Further, insofar as this question is intended as a request for production of Riley Company's federal income tax returns, Riley objects to producing any such returns for the years as to which financial statements have been produced. While there is no blanket privilege which in all circumstances permits the withholding from production of federal income tax returns, there is, however, a well-recognized public policy against unnecessary disclosure of income tax returns. See Premium Service Corp. v. Sperry & Hutchinson Co., 511 F.2d 225 (9th Cir. 1975); Biliske v. American Livestock Ins. Co., 73 F.R.D. 124 (D.C.Okla. 1977). Accordingly, under 26 U.S.C. § 6103, and the regulations promulgated thereunder (26 C.F.R. § 301.6103(a)-1 et seq.) EPA, in connection with civil proceeding, cannot obtain copies of Riley Company's income tax returns directly from the federal Internal Revenue Service. Many federal courts, recognized the public policy favoring the confidentiality of federal income tax returns, have held that production of the same by the taxpayer will be required only

where there is a compelling need therefor because the information is not otherwise readily available. See e.g., Maldonado v. St. Croix Discount, Inc., 77 F.R.D. 501, 503 (D.V.I. 1978); Biliske, 73 F.R.D. at 126 n. 1; Cooper v. Hallgarten & Co., 34 F.R.D. 482 (D.C.N.Y. 1964); Rubenstein v. Kleven, 21 F.R.D. 183, 185 (D.Mass. 1957).

Riley Company has maintained the confidentiality of its federal income tax returns, and intends to continue to do so. Such returns contain much information of a confidential nature which is of no relevance to EPA's authority under Section 104(e)(2)(C) of CERCLA. However, since Riley Company has no financial statements for 1985 and 1986, federal income tax returns for such years are produced, without waiver of Riley Company's objection to the years for which financial statements are available. These tax returns are being produced subject to a claim of confidentiality pursuant to section 104(e)(7) of CERCLA, and have been labelled "COMPANY CONFIDENTIAL."

Question 18

Identify all of Respondent's current assets and liabilities and the person(s) who currently own or are responsible for such assets and liabilities.

Response 18

None.

Question 19

Identify all subsidiaries and parent corporations of Respondent.

Response 19

None.

Question 20

Provide a copy of the most current Articles of Incorporation and By-Laws of Respondent.

Response 20

See documents produced herewith.

Question 21

Identify the managers and majority shareholders of Respondent and the nature of their management duties or amount of shares held respectively.

Response 21.

Riley Company dissolved on May 19, 1986 and therefore no longer has no managers or majority shareholders. See Articles

U.S. Environmental Protection Agency
November 20, 1987
Page 28

of Dissolution produced herewith. Mr. John J. Riley, Jr. is responsible for winding up the corporate affairs.

4365L



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION I

J. F. KENNEDY FEDERAL BUILDING, BOSTON, MASSACHUSETTS 02203

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RECEIVED

JAN 20 1984

JOHN J. RILEY CO.

BY

Mr. John J. Riley
John J. Riley Co., Inc.
228 Salem Street
P.O. Box 316
Woburn, MA 01801

RE: EPA I.D. Number MAD001035872

Dear Mr. Riley:

This letter is in response to your letter of May 11, 1983 requesting to be removed from our list of hazardous waste handlers. From the information provided, the hazardous waste codes K054, K055, K056, and K057 filed on your Notification of Hazardous Waste Activity have been delisted by EPA and therefore, you are not considered a hazardous waste handler.

On the basis of the information provided, it appears that this facility is not involved in the generation, transportation, treatment, storage, or disposal of hazardous waste. As such, the facility is not required to notify EPA Under Section 3010 of RCRA nor apply for a permit under Section 3005 of RCRA. EPA will, therefore, withdraw this facility's Notification of Hazardous Waste Activity and the EPA Identification Number assigned to this facility will become invalid.

If EPA's interpretation of the information submitted is incorrect or if the notification itself is incorrect and the facility is in fact one which is required to notify EPA or required to notify and obtain a permit under RCRA, the facility must advise EPA, and in the latter case, submit a complete RCRA Part A application (Forms 3510-1 and 3510-3) by _____. If the applicant does generate, transport, treat, store or dispose of hazardous waste at this facility, and the applicant fails or refuses to submit the proper notification and Part A application within this period, appropriate enforcement action may be taken.

If you have any questions, please contact Stephen Yee at (617) 223-3468. All replies should be addressed to:

U.S. Environmental Protection Agency
State Waste Programs Branch
JFK Federal Building, Room 1903
Boston, MA 02203

Sincerely,

Dennis A. Huebner Acting For

Dennis A. Huebner, Chief
State Waste Programs Branch

cc: Nancy Wrenn
Mass. DEQE, DHW

MAY 21 1985

Plan 22628-B Lots 4, 5, & 8
(EXAMINED AS TO DESCRIPTION ONLY)

Louis A. Moore, Engineer

R.C.C.

DEED

We, Diana W. Riley and John J. Riley, Jr., both of
Lynnfield, Essex County, Massachusetts, for nominal,
non-monetary consideration, the receipt of which is hereby
acknowledged, grant to Wedel Corporation, a Massachusetts
corporation with a business address at 228 Salem Street,
Woburn, Massachusetts with QUITCLAIM COVENANTS, the following
two parcels of registered land ~~and one parcel of unregistered~~
~~land:~~

Parcel I (Registered Land)

5 4 8 R.C.C.

A certain parcel of land, situated in Woburn, Middlesex
County, Massachusetts shown as Lots A, C, and H on Land Court
Plan 22628B, to be filed herewith, together bounded and
described as follows:

SOUTHEASTERLY by Salem Street, by two lines totaling four
hundred and forty-nine and 41/100 feet;
SOUTHWESTERLY seventy-three and 70/100 feet;
NORTHWESTERLY twenty-one and 50/100 feet;
SOUTHWESTERLY by ~~five~~ ^{four} lines totaling ~~five~~ ^{four} hundred
~~eighty-two~~ and 77/100 feet;
~~by Wildcat Street, one hundred twenty-four and 72/100 feet;~~
SOUTHWESTERLY ^{twenty-one} by Lot (D) on said plan, by ~~two~~ ^{one} lines totaling
four hundred ~~forty-five~~ and 02/100 feet;
NORTHWESTERLY ⁶ ~~fifteen~~ ⁶
WESTERLY again by said Lot (D) by two lines totaling
one hundred sixty-six and 43/100 feet;
NORTHERLY by the way shown on said plan, thirty and
30/100 feet;
EASTERLY by Lot 2 on Land Court Plan 22628A, by five
lines totaling seven hundred thirty-nine and
23/100 feet.

Parcel II (Registered Land)

A certain parcel of land, situated in Woburn, shown as
Lots 2 and 3 on Land Court Plan 22628A, a copy of a portion of
which is filed in the Middlesex South Registry District of the
Land Court in Registration Book 485, Page 165, with Certificate
of Title No. 73122, bounded and described as follows:

SOUTHEASTERLY by Salem Street by two lines totaling one
hundred ninety-one and 11/100 feet;

CTP 173576

Doc # 681841

and shown, Boston, the land
herein described will be shown on

SOUTHWESTERLY

by land shown as a way on said plan (said way being Lot H on Land Court Plan 22628B), by five lines totaling seven hundred thirty-nine and 23/100 feet;

NORTHWESTERLY

by land now or formerly of John W. Buckley, et al., two hundred sixty and 69/100 feet;

NORTHERLY

by land now or formerly of Woburn Packing Co., seventy-five and 42/100 feet; and

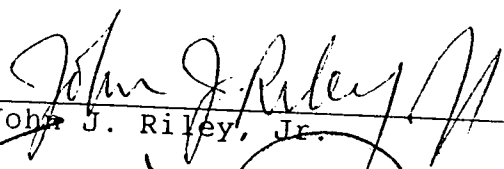
NORTHEASTERLY

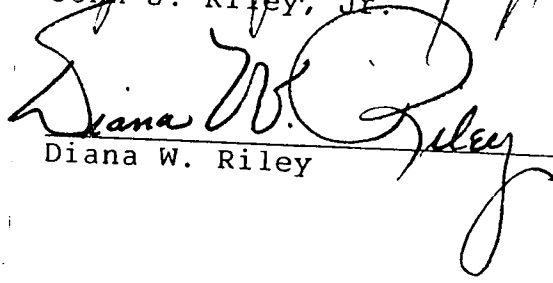
by land now or formerly of Boston and Maine Railroad, (Montreal Div.), eight hundred nineteen and 04/100 feet.

For grantor's title to said Parcels I and II, reference is made to Certificate of Title No. 166865, filed in the Middlesex South Registry District of the Land Court in Registration Book 964, Page 115.

Said Parcels I and I are conveyed subject to, and together with, rights, easements and restrictions of record, insofar as now in force and applicable, including without limitation, those contained in a deed by Beatrice Foods, Co. to the grantors, dated January 6, 1983, filed with said Registry District as Document No. 633353, and further subject to: (1) a mortgage to BayBank Middlesex in the original principal sum of \$520,000 dated January 6, 1983, filed as Document No. 6323354, 633357 (2) an assignment of lease to said BayBank Middlesex, dated January 6, 1983, filed as Document No. 633355, and (3) a UCC Financing Statement naming BayBank Middlesex as Secured Party, filed as Document No. 633356, the grantee expressly not assuming or agreeing to pay the debt represented thereby.

Executed as a sealed instrument this 21st day of May, 1985.


John J. Riley, Jr.

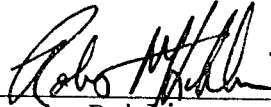

Diana W. Riley

Supolk

COMMONWEALTH OF MASSACHUSETTS

May 21, 1985

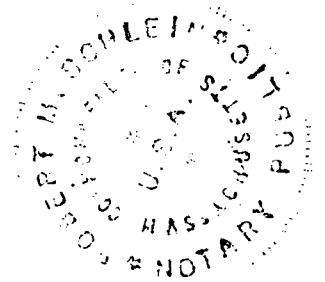
Then personally appeared the above-named John J. Riley, Jr., and acknowledged the foregoing instrument to be his free act and deed, before me



Notary Public

My commission expires:

ROBERT M. SCHLEIM, Notary Public
My Commission Expires Feb. 2, 1990



P1 to cone

PI 10
GAL
ADP
67-92

1100 ✓
683361
T-RM
T-114
67-00V
LOT-7 T-114

69822

TRANSFER OF MORTGAGE
BY THE SECOND PARTY
REGISTRATION BOOK 999 PAGE 26
BEING CERTIFICATE NO. 173576 IN
MIDDLESEX SOUTH REGISTRY DISTRICT

Pd 25.00
 Plan 10.00
35.00

all / 75 168-95 4-4
729701 4-7-81
Dec 11-86 DSD- 11710
DSD-1075 (226-85)
75
744285
729701 5
Dec 11-86 1077
75-8-87

add
740230
Mar. 27-17
Chicago, Ill.
add
740402-5
LOT 5 - do do
CPICW
740402-5

DATE ON R...

SHOLE ADDRESS

1010

ALL 02210

1111

111321115

Robert M. Schen

Geo Atlantic Avenue

973-9700

DEED

I, Alice Markham, also known as Alice Riley Markham, and formerly known as Alice K. Riley, of Woburn, Middlesex County, Massachusetts, for nominal, non-monetary consideration paid, hereby grants, without quitclaim covenants, to Diana W. Riley, of Lynnfield, Massachusetts a three-fifths (3/5) undivided interest and to John J. Riley, Jr., of said Lynnfield, the remaining two-fifths (2/5) undivided interest, as tenants in common, all of my right, title and interest in and to the land in said Woburn known as Hinston Road.

Said Hinston Road is shown as "Proposed Street" on a plan entitled "Plan of Land in Woburn, Mass., belonging to John Reardon and Sons Corp.", dated August, 1911, by William Butler Jones, C.E., recorded with Middlesex South District Registry of Deeds in Plan Book 239, Plan 38, on a plan entitled "Walnut Hill Farms, Woburn, Mass., Developed by Hinston Realty Trust", dated May, 1923, by Alfred Millhouse, C.E., recorded with said Deeds in Plan Book 320, Plan 29, and also on a plan entitled "Plan Showing Proposed Taking for the Construction of Wildwood Avenue, from Olympia Avenue to Salem Street, Woburn, Mass.", dated June, 1970, by Alonzo B. Reed, Inc., recorded with said Deeds in Book 11880, Page 384, as Plan No. 856 of 1970.

Said premises are conveyed subject to rights, easements and restrictions, if any, insofar as now in force and applicable and real estate taxes assessed by the City of Woburn.

For my title, reference is made to a deed of the City of Woburn to me, dated November 23, 1951, recorded with said Deeds in Book 7836, Page 233, the adjacent land conveyed by said deed having been registered in Land Court Case No. 23536.

The nominal, non-monetary consideration for this deed is the prior consideration paid for the conveyance of the said adjacent land registered under said Case No. 23536 ~~for which the proper deed stamps were affixed to the deed and cancelled~~, and also to implement the intent of the Town of Woburn to abandon Hinston Road as an existing right of way, as stated in the Order of Taking by the City of Woburn for Wildwood Avenue, dated August 19, 1970, recorded with said Deeds in Book 11880, Page 384.

Executed as a sealed instrument this 28th day of February, 1986.

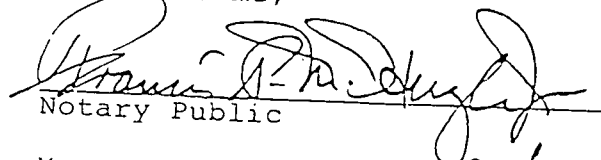
Alice Markham
Alice Markham

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

February 28, 1986

Then personally appeared the above-named
Alice Markham, and acknowledged the foregoing instrument
to be her free act and deed, before me,


Notary Public

My commission expires: Sept 19, 1991

Owner's Duplicate Certificate.

TRANSFER CERTIFICATE OF TITLE REGISTERED IN BOOK 538

PAGE 96

No. 81646

Original Certificate No. 77483, Originally Registered January 5, 1953 in Registration Book 503
497 for the South Registry District of Middlesex County.

This is to Certify that

John J. Riley Company, a corporation duly established under the laws of the Commonwealth of Massachusetts and having an usual place of business in the County of Middlesex and said Commonwealth of Massachusetts is the owner in fee simple

that certain parcel of land with the buildings thereon, situate in Woburn in the County of Middlesex and said Commonwealth, bounded and described as follows:

Southerly, two hundred twenty-six and 73/100 feet, and Southwesterly, one hundred sixty-seven feet, by the northerly and northeasterly lines of Hinston Road; Northwesternly by land now or formerly of the City of Woburn, two hundred fifty-five feet; and Northeasterly by the southwesterly line of a way as shown on plan hereinafter mentioned, two hundred ninety-four and 60/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 503, Page 497, with Certificate 77483.

The above described land is subject to restrictions as set forth in two deeds given by John Hinston et al, Trustees, one to Frank H. Linscott, dated September 19, 1925, duly recorded in Book 4897, Page 48, and the other to Austin H. Linscott, dated January 25, 1926, duly recorded in Book 4937 Page 288.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

John J. Riley Company

to said land is registered under said Chapter, subject however, to any of the encumbrances mentioned in Section forty-six of said Chapter and any amendments thereto, which may be subsisting, and subject also as aforesaid.

WITNESS, John E. Fenton
seventeenth day of
at 9 o'clock and 20

May, Esquire, Judge of the Land Court, at Cambridge, in said County of Middlesex, the
in the year nineteen hundred and fifty-four
minutes in the fore - noon.

Attest, with the seal of said Court,

Philip A. Gillson Assistant Recorder.

Attest

Address of Owner: 228 Salem Street, Woburn, Mass.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

[illegible]

Extract from Chapter 185, Section 46, of the General Laws, as amended.

Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

First, liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second, taxes, within two years after they have been committed to the collector.

Third, any highway, town way, or any private way laid out under section twenty-one of chapter eighty-two, if the certificate of title does not state that the boundary of such way has been determined.

Fourth, any lease for a term not exceeding seven years.

Fifth, any liability to assessment for betterments, or other statutory liability, except for taxes payable to the commonwealth, which attaches to land in the commonwealth as a lien; but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate, or in any other manner.

Riley 73

*John J. Riley - Trust
from Alice W. Riley*

**CERTIFICATE
OF
TITLE.**

Book 538 Page 36

No. 81646

DATE OF REGISTRATION

May 17, 1954

John J. Riley

John J. Riley Company

225 Beacon St.

Boston, Mass.

SOUTH REGISTRY DISTRICT

OF

MIDDLESEX COUNTY,
MASSACHUSETTS

Land Court Case No. 23536

IMPORTANT

See Note on back.

IMPORTANT

★ LAND REGISTRATION OFFICE
SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY
EAST CAMBRIDGE, MASSACHUSETTS

NOTE

This certificate must accompany every voluntary instrument relating to this property which is presented for registration at ★ this office.

This certificate should be mailed or delivered to ★ this office upon request when an involuntary instrument affecting this property is registered, so that the same may be noted hereon.

If this certificate is lost, a petition for a new one should be filed at once in the Land Court at Boston.

When a certificate owner dies, a petition for a new certificate after death should be filed in the Land Court at Boston, if the property goes to heirs or devisees.

Extract from Chapter 185, Section 40, of the General Laws, as amended.

Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

First, liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second, taxes, within two years after they have been committed to the collector.

Third, any highway, town way, or any private way laid out under section twenty-one of chapter eighty-two, if the certificate of title does not state that the boundary of such way has been determined.

Fourth, any lease for a term not exceeding seven years.

Fifth, any liability to assessment for betterments, or other statutory liability, except for taxes payable to the commonwealth, which attaches to land in the commonwealth as a lien; but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate, or in any other manner.

Cohasset
CERTIFICATE

OF

TITLE.

Book 600

Page 28

No. 93978

DATE OF REGISTRATION

January 16, 1958

John J. Riley Company

Owner

SOUTH REGISTRY DISTRICT

OF

MIDDLESEX COUNTY,

MASSACHUSETTS.

IMPORTANT

See Note on back.

LAND COURT CASE NO. 27496

IMPORTANT

★ LAND REGISTRATION OFFICE
SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY
(EAST) CAMBRIDGE, MASSACHUSETTS

This certificate must accompany every voluntary instrument relating to this property which is presented for registration at ★ this office.

This certificate should be mailed or delivered to ★ this office upon request when an involuntary instrument affecting this property is registered, so that the same may be noted hereon.

If this certificate is lost, a petition for a new one should be filed at once in the Land Court at Boston.

When a certificate owner dies, a petition for a new certificate after death should be filed in the Land Court at Boston, if the property goes to heirs or devisees.

Owner's Duplicate Certificate.

ORIGINAL CERTIFICATE OF TITLE REGISTERED IN BOOK 600 PAGE 28 No. 93978

Presented to a decree of the Land Court, dated at Boston, in the County of Suffolk and Commonwealth of Massachusetts,
the fifteenth day of January in the year nineteen hundred and fifty-eight
and entered on the files of said Court.
27496

Copy of Decree.

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK, SS.

LAND COURT,

Presented to the Petition of John J. Riley Company

after consideration, the Court doth adjudge and decree that said

John J. Riley Company,
a duly existing corporation having an usual place of business in

at Woburn, in the County of Middlesex and Commonwealth of Massachusetts, is the owner in fee simple, ~~married-~~

of a certain parcel of land situate in Woburn
County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Southwesterly by the northeasterly line of Hinston Road
one hundred seventy-five and 82/100 (175.82) feet;
Northwesterly by land now or formerly of Ralph W. Stokes
two hundred twenty-one and 55/100 (221.55) feet;
Northeasterly by land now or formerly of Paul H. Anderson
et al one hundred seventy-six and 10/100 (176.10)
feet; and
Southeasterly by land now or formerly of Alice K. Riley
two hundred fifty-five (255) feet.

All of said boundaries are determined by the Court to be located as
shown on a plan drawn by H. Kingman Abbott, Surveyor, dated April 1957,
as modified and approved by the Court, filed in the Land Registration Office,
a copy of a portion of which will be filed with the original certificate of
title issued on this decree, and shown thereon as lots 1 and 2.

And the Court doth adjudge and decree that said land be brought under the operation and provisions of Chapter 185 of
The General Laws, and that the title of said

John J. Riley Company

to said land be confirmed and registered subject, however, to any of the encumbrances mentioned in Section forty-six of said
Chapter which may be subsisting, and subject also

Witness, JOHN E. FENTON, Esquire, Judge of the Land Court, at Boston, in said County of Suffolk
the fifteenth day of January in the year nineteen hundred and fifty-eight
at ten o'clock and thirty minutes in the fore noon,

Attest, with the Seal of said Court, Sybil H. Holmes, Recorder SEAL.

A true copy. Attest, with the Seal of said Court, Sybil H. Holmes, Recorder SEAL.

Received for Transcription at Middlesex County South Registry District,

January 16, 19 58

at 10 o'clock and 15 minutes A.M.

A true copy. Attest, with the Seal of said Court,

Blair A. Nelson Assistant Recorder

Address of owner: 228 Salem Street, Woburn, Mass.
Land Court Case No. 27496)

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

[illegible]

John J. Riley Company Inc.

RESPONSE 7

This response was given
to us as ~~an~~ interim response

LEASE

Effective as of May 21, 1985, Wedel Corporation ("Lessor") and the Riley Leather Co., Inc. ("Lessee"), in consideration of the rent hereinafter agreed upon and the covenants hereinafter contained, hereby act and agree as follows:

Section 1. Premises and Term. (a) The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the land and buildings thereon described in Exhibit A hereto (the "Leased Premises") and, subject to the provisions of Section 1(b) hereof, all rights and benefits appurtenant thereto, for an initial term of five years commencing on May 21, 1985 and ending on May 20, 1990 and continuing in full force and effect after the above initial term from year to year until May 20, 2030 unless Lessee exercises the right of termination hereinafter set forth.

Lessee shall have the right to terminate this lease at any time during the term provided that John J. Riley, Jr. has been released from his guaranty to BayBank Middlesex dated May 21, 1985. If Lessee shall elect to exercise such right, it shall do so by given written notice to Lessor, in which case this lease shall terminate on the date set forth in such notice, which date shall be not less than one hundred fifty (150) days from the date of such notice.

(b) Referring to the water rights, and rights to repair the Existing Well, appurtenant to the Leased Premises as set

forth in deed dated January 6, 1983 from Beatrice Foods Co. to Diana W. Riley and John J. Riley, Jr., recorded with Middlesex South District Registry of Deeds in Book 14851, Page 337, and filed with the Middlesex South Registry District of the Land Court as Document No. 633353, Lessee may exercise such rights expressly subject to the following terms and conditions: (1) Lessor makes no representation or warranty nor does Lessor have any obligation with respect to the quantity or quality of the water on the Burdened Land as defined in said deed, (2) Lessor shall be under no obligation to expend any funds for Lessee's benefit with respect to such water, and (3) in view of pending litigation affecting the Burdened Land, Lessee shall not test the soils or the groundwater on the Burdened Land, including, without limitation, the Existing Well (except for capacity, hardness, or PH), or install new wells without the express prior written consent of Lessor. Lessee's agreement in (3) of the preceding sentence shall be an express covenant of this lease, the breach of which shall entitle Lessor to terminate this Lease without notice. Lessee understands and agrees that Lessee's exercise of such rights may also be modified or terminated by an order of a court of competent jurisdiction in connection with said litigation or any future litigation, or by administrative order including, without limitation, orders of the Metropolitan District Commission relative to discharges from the Leased

Premises into the MDC sewerage system. In the event Lessee is no longer permitted to exercise such rights, Lessee shall have the right to terminate this lease by giving thirty (30) days' written notice to Lessor.

Section 2. Rent. The Lessee shall pay minimum rent to the Lessor at the rate of forty-three thousand nine hundred eighty (\$43,980) dollars per year, payable in equal monthly installments of three thousand six hundred sixty-five (\$3,665) dollars during the year 1985, and thereafter, at the rate of one hundred twenty six thousand (\$126,000) dollars per year, payable in equal monthly installments of ten thousand five hundred (\$10,500) dollars, such monthly payments to be paid in advance, on the first day of each month.

On May 1, 1986, and every May 1 thereafter during the term, the one hundred twenty six thousand (\$126,000) dollars hereinabove set forth shall be adjusted to reflect the increase, if any, in the CPI. The adjusted figure shall be equal to the product of \$126,000 times a fraction the numerator of which shall be the CPI for the nearest month (for which the CPI is published) prior to the particular May 1, and the denominator of which shall be the CPI for April of 1985, or if the CPI is not published for April of 1985, then for the nearest month (for which the CPI is published) prior to April of 1985. In any event, the adjusted

minimum rent for any year of the term shall not be less than the minimum rent for the immediately preceding year of the term.

"CPI" shall mean the (1978 Revised) Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, Mass., all Items (1967=100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If such index ceases to be published or ceases to be a matter of public record, then the parties shall agree on an equivalent index of comparable competence and authority.

The Lessor covenants and agrees with the Lessee that upon Lessee paying said rent and performing all the covenants and conditions set forth in this lease on Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises hereby demised for the term or until this lease is terminated as provided herein free from interference or hinderance by Lessor or any person claiming under Lessor, but subject to all of the terms and conditions of this lease.

Section 3. Use The Lessee may use the Leased Premises only for leather tanning or finishing, and uses incidental thereto. The Lessee acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful.

Section 4. Other Charges. The Lessee also agrees to pay as additional rental the obligations and liabilities hereinafter enumerated.

A. Taxes: The Lessee agrees to pay to the relevant authority, and to deliver evidence of such payment to Lessor, on or before the respective due dates, all real estate taxes, personal property taxes, business and occupation taxes, occupational license taxes, water charges, sewer charges, assessments, including, without limitation, betterment assessments or taxes in the nature thereof, and all other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed upon the land and buildings constituting the Leased Premise. If the land constituting the Leased Premises is not separately assessed, Lessee shall pay its proportionate share of the real estate taxes assessed against the larger assessed parcel, with apportionment to be based on land square footage. With respect to betterment assessments, Lessee's obligations shall apply only to the extent such assessments are payable during the term if paid over the longest period permitted by law.

The Lessee agrees to pay to the relevant authority, and to deliver evidence of such payment to Lessor, on or before the respective due date, all such taxes, charges, assessments, or

impositions levied, assessed or imposed at any time on the Lessee's fixtures, equipment, supplies, merchandise or other property in, on or about the Leased Premises.

If assessed, in whole or in part, in lieu of or in addition to real estate taxes, the Lessee agrees to pay as aforesaid all gross receipts, gross income or similar taxes imposed or levied upon, assessed against or measured by the minimum rent or any sum payable by the Lessee to or on behalf of the Lessor hereunder, or any sales or use taxes which may be levied or assessed against or payable by the Lessor or the Lessee on account of the acquisition, leasing, use or occupancy of the Leased Premises or any portion thereof, provided, however, that the aforesaid shall not require Lessee to pay any franchise corporate, estate, inheritance, succession, capital levy or transfer tax of Lessor, or any income, profits or revenue tax.

B. Utilities: The Lessee agrees to pay, as the same shall become due and payable, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment or late payment hereof, all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Leased Premises. The Lessee agrees that the Lessor is not, nor shall

it be, required to furnish to the Lessee any such utilities or services of any kind or nature whatsoever. In the event Lessee requires new or additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the Lessee having obtained the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

C. Miscellaneous Charges: The Lessee agrees, except as otherwise expressly provided to the contrary in Section 23 hereof, to pay, as the same shall become due and payable, all costs, expenses and obligations of every kind and nature for the operation, maintenance, repair, rebuilding, use, occupancy and enjoyment of the Leased Premises and the building systems thereon.

D. Proration: If the Lessee shall not be then in default in the performance, fulfillment or observance of its obligations and liabilities set forth in this lease at the expiration of the term, all payments for which the Lessee is responsible as provided in this Section 4 shall be prorated to the date of such expiration. The amount of any payments which become due and payable after the expiration or sooner termination of the term shall, on or prior to the date of such expiration

or sooner termination, be deposited with the Lessor. If the Lessee shall not be then so in default, the amount of any net refund, abatement, deduction, reduction or credit received by the Lessor attributable to any such payment earlier made by the Lessee shall be credited against future payments required by this Section 4, except that upon expiration of the Term any such excess shall be promptly refunded by the Lessor to the Lessee.

E. Contest of Charges: The Lessee shall not be required to pay any tax, charge, assessment or imposition described in this Section 4 so long as the Lessee shall contest in good faith at its own expense the amount or the validity thereof by appropriate proceedings which shall operate to prevent the collection thereof or realization thereupon or the sale, foreclosure or forfeiture of the Leased Premises or any part thereof to satisfy the same, and pending any such proceedings the Lessor shall not have the right to pay the same so long as the Lessee is in full compliance with the terms and provisions of this paragraph and is not otherwise in default in the performance, fulfillment or observance of its obligations and liabilities set forth in this lease. If required by law, Lessee may take such action in the name of Lessor, who shall cooperate, at Lessee's expense, with Lessee to such extent as Lessee may reasonably require. The Lessee further agrees that such contest shall be prosecuted to a final conclusion diligently and in good

faith, that it will pay, and exonerate and indemnify the Lessor against any and all claims, suits, obligation, liabilities and damages, including attorneys' fees, based upon or in any way arising out of such contest, and that it will, promptly after the final determination of such contest, fully pay all amounts determined to be payable therein, together with all penalties, fines, interest, costs and expenses resulting from such contest. In no event shall the Lessee permit any such contest to subject the Lessor to the risk of any criminal liability.

Section 5. Repair and Maintenance.

A. Lessee's Obligations The Lessee accepts the Leased Premises "as is" and agrees that the Lessor has made no representations, warranties or agreements of any kind or nature with respect to the use, occupancy, enjoyment or condition thereof. Lessee covenants to keep the Leased Premise including, without limitation, all structural components, heating, plumbing, sewage disposal, electrical, air-conditioning, mechanical and other fixtures and equipment now or hereafter on the Leased Premises, and the grounds and parking lots, in good order, condition and repair and in at least as good order, condition and repair as they are in at the commencement hereof or may be put in during the Term, reasonable use and wear and damage by fire and casualty only excepted; to keep in safe, secure

condition all trash and rubbish temporarily stored at the Leased Premises; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen.

The Lessee shall be responsible for the removal of snow and ice from all sidewalks, driveways and parking areas on the Leased Premises.

B. Lessor's Obligations. The Lessor shall not be required to make any alterations, improvements, restorations, repairs, replacements, renovations or additions of any nature or description of the Leased Premises, or to maintain the Leased Premises in any way at all, and the Lessee waives any right, whether provided by any law, rule, regulation or requirement of public authority, now or hereafter in effect, to do any of the foregoing at the expense of the Lessor.

Section 6. Alterations and Additions. The Lessee may make structural, non-structural or building systems alterations or additions to the Leased Premises, including the installation of new wells, provided the Lessor has given the Lessee a prior written consent, which consent shall not be unreasonably withheld or delayed, and which consent shall not be required in the case of minor non-structural alterations. All such allowed alterations shall be at the Lessee's expense and shall be in

quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

Section 7. Assignment and Subleasing. Lessee may sublet portions of the Leased Premises to its customers in the leather tanning or leather finishing business. Except as provided in the preceding sentence, the Lessee agrees not to sublet or assign this lease or any estate or interest therein without the prior written consent of the Lessor. Consent by the Lessor to one or more assignments or sublettings of this lease shall not operate as a consent to any future assignment or subletting and shall not waive the Lessors rights under this section. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease. It shall constitute an assignment subject to the terms of this Section 7 in the event more than thirty-five (35) percent of the Tenant is owned by persons other

than Edward J. Foley, Jr., Edwin J. Kaine, Philip A. Hawley, Richard N. Jones, Charles J. Sheehan, or their spouses, children or siblings.

Section 8. Insurance. The Lessee will at the Lessee's sole cost and expense, forthwith after the date hereof, obtain and deliver to the Lessor and to any holder of a mortgage on all or any portion of the Leased Premises, certificates of (and original duplicate policies of), and at all times thereafter maintain in full force and effect (i) comprehensive public liability insurance with a single limit of \$1,000,000 protecting the Lessor, the Lessee and any holder of a mortgage on all or any portion of the Leased Premises against all claims, suits, obligations, liabilities and damages, including attorneys's fees, based upon or arising out of actual or alleged personal injuries or damage resulting from or occurring in the course of, or on or about or otherwise relating to the use or condition of the Leased Premises, (ii) fire and customary extended coverage, vandalism and malicious mischief and sprinkler leakage insurance on the Leased Premises and on all leasehold improvements, fixtures, located or required to be located therein, for not less than \$2,000,000 and (iii) workmen's compensation insurance covering all persons employed in connection with anything done on or about the Leased Premises with respect to which claims for death or personal injury could be asserted against the Lessor,

the Lessee, or anyone else, on the Leased Premises. The insurance described in clauses (i), (ii), and (iii) of the immediately preceding sentence shall be for the protection and benefit of the Lessor, the Lessee, the holders of any mortgages or deeds of trust on all or any part of the Leased Premises and any such other persons, firms or corporations so designated by the Lessor, as their interests may appear, but shall be payable to and adjustable by the Lessor. The insurance described in clause (i) shall be for such higher limits as reasonably may be required by Lessor and as are customarily carried on property used for similar purposes. On each anniversary of the date hereof, Lessor may increase the amount of insurance described in clause (ii) to the extent necessary to avoid co-insurance under such policy. At any time after May 20, 1990, Lessor may reasonably require such other types of insurance, in such amounts, against such other insurable hazards, and with such endorsements as are or may become customary for privately-held tanneries in the United States having gross sales levels comparable to that of the Lessee. All insurance which the Lessee is required to provide or maintain hereunder shall be with responsible companies licensed to do business in Massachusetts and shall not be cancellable except upon thirty (30) days prior written notice to the Lessor (which notice provision shall be set forth in the certificate of insurance).

Section 9. Fire - Casualty. If the Leased Premises shall be damaged by fire or other casualty (the "Event"), the Lessee will promptly give written notice thereof to the Lessor. If (i) the Event renders more than thirty (30) percent of the Leased Premises untenable, or (ii) the Event renders less than thirty (30) percent but more than ten (10) percent of the Leased Premises untenable and less than three (3) years remain in the then current term of this lease, the Lessor shall have the right and option within sixty (60) days to terminate this lease as of the date of such casualty by giving written notice to the Lessee, and any rents or other payments shall be prorated as of the effective date of such termination and proportionately refunded to Lessee or paid to Lessor as the case may be, provided, however, that if Lessee gives Lessor written notice within thirty (30) days after receipt of such notice of termination pursuant to (ii) from Lessor that it will not exercise its right of termination contained in Section 1 of this lease during the three year period following such casualty, then this lease shall continue in full force and effect notwithstanding Lessor's termination notice. If the option to cancel is not exercised or is nullified as aforesaid, or if the Event does not give Lessor an option to cancel, then Lessor shall, subject to the right of any holder of a Mortgage on all or any of the Leased Premises, at its expense restore the Leased

Premises as promptly as possible to a state as similar as possible to the Leased Premises prior to the Event and will use for such restoration all proceeds of insurance collected as a result of such event. In the event that such proceeds, damages or awards shall be insufficient to pay the entire cost of such restoration, or in the event that such destruction or damage was not insured or insurable, in whole or in part, the Lessor shall not be obligated to spend in excess of such proceeds, damages or awards. If such proceeds are insufficient to adequately restore the Leased Premises for leather tanning and finishing, and Lessee shall not undertake to fund such insufficiency, Lessor and Lessee shall each have the right to terminate this lease by written notice delivered promptly after the determination of the amount of such proceeds and the adequacy thereof and prior to the commencement of restoration. Lessor shall use its best efforts to obtain provisions in any future mortgages that the proceeds of insurance will be made available for restoration in accordance with this Section 9, and in the event such provisions are not obtained, shall use its best efforts at the time of casualty to have the holders make available the proceeds for restoration. For purposes of this Section 9, "best efforts" shall not be construed to obligate Lessor to pay a higher rate of interest or additional fees to lenders. During restoration, a just proportion of the minimum rent reserved according to the

nature and extent of the damages sustained by the Leased Premises, shall be abated until the Leased Premises shall be restored.

Section 10. Eminent Domain. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day.

If the Leased Premises remains usable for leather tanning and finishing notwithstanding such taking, this Lease shall continue in full force and effect and the Lessee shall continue in the possession of the remainder of the Leased Premises on the same terms and conditions as are set forth herein. If such taking necessitates substantial repairs to the Leased Premises and if the Leased Premises is to continue to be used for leather tanning and finishing, both the Lessee and the Lessor shall have the right and option to terminate this Lease and declare the same null and void as of the date of such taking by giving written notice to the other and any rents or other payments shall be prorated as of the effective date of such termination and proportionately refunded to the Lessee or paid to the Lessor as the case may be. If neither the Lessee nor the Lessor has

exercised its right to terminate this Lease within thirty (30) days after notice of such taking, this Lease shall continue for the then balance of the term and the Lessor shall, subject to the rights of any holder of a mortgage on all or any part of the Leased Premises, use all proceeds of such taking to make repairs to the Leased Premises as promptly as possible. The Lessor shall not be obligated to spend any amount in excess of the amount of such proceeds in making repairs to the Leased Premises. Lessor shall use its best efforts to obtain provisions in any future mortgages that the proceeds will be made available for restoration in accordance with this Section 10, and in the event such provisions are not obtained, shall use its best efforts at the time of taking to have the holders make available the proceeds for restoration. A just proportion of the minimum rent shall be abated until the Leased Premises is usable for leather tanning and finishing. After such restoration, a just proportion of the minimum rent reserved, based on the reduction in usefulness and production capacity, shall be abated.

Section 11. Indemnification. Lessee agrees to defend, with counsel reasonably approved by Lessor, all actions against Lessor, any partner, trustee, stockholder, officer, director, employee or beneficiary of Lessor, John J. Riley Company, Inc., John Riley and Diana Riley, individually, holders of mortgages secured by the Leased Premises and any other party having an

interest in the Leased Premises (Indemnified Parties) with respect to, and to pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising, or alleged to have arisen from events occurring or conditions created wholly during the term hereof, (a) to which any Indemnified Party is subject because of its estate or interest in the Leased Premises, or (b) arising from (i) injury to or death of any person, or damage to or loss of property, on the Leased Premises or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy of any portion thereof, (ii) violation of this Lease or (iii) any act, fault, omission, or other misconduct of Lessee or its agents, contractors, licensees, sublessees or invitees except to the extent such causes of action, suits, claims, demands or judgments are the result of the negligence of the Lessor, its agents or employees. Nothing contained herein is intended to negate the liability of the Lessee with respect to liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments, of any nature arising, or alleged to have arisen, from events occurring or conditions created during the term hereof,

but partially arising from activity which occurred prior to the commencement of the term, resulting from any allocation of responsibility by a court of competent jurisdiction. Nothing herein shall prevent either party from suing or impleading the other in any suit relating to any such liability.

Section 12. Sole Risk and Hazard. All fixtures, equipment, signs, merchandise, supplies and other property on or about the Leased Premises shall be at the Lessee's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation, the acts or omissions of anyone other than the Lessor, no part of said loss or damage is to be charged to or borne by the Lessor in any case whatsoever, except only to the extent caused by the Lessor's negligence or willful default, and, except to such extent, the Lessee agrees to exonerate and indemnify the Lessor from and against any and all claims, suits, obligations, liabilities, and damages, including attorneys' fees, based upon or arising out of any of the foregoing.

Section 13. Default. In the event that:

- (a) The Lessee shall default in the payment of any installment of rent or other sum herein specified and

such default shall continue for ten (10) days after written notice thereof; or

(b) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or, if the same cannot be cured within thirty (30) days, the cure thereof commenced within such thirty (30) day period and diligently prosecuted at all times thereafter to completion or;

(c) the Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors,

then the Lessor shall have the right thereafter to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any

conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, and after notice thereof may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of sixteen (16) per cent per annum and costs, shall be paid to the Lessor by the Lessee on demand as additional rent. If the Lessee shall fail to pay any item of rental due hereunder within ten (10) days after same shall have become due and payable, then and in such event, the Lessee shall also pay to the Lessor, on demand, interest on such unpaid rental from the due date thereof at the rate of sixteen (16) percent per annum.

Section 14. Surrender. Upon the expiration or sooner termination of the Term, the Lessee shall peaceably and quietly leave, yield up and surrender the Leased Premises to the Lessor in as good, clean tenantable and first-class condition as the same are now in, reasonable wear and tear and damage by fire or other casualty only excepted, together with all alterations,

improvements, restoration, repairs, replacements, renovations and additions thereto as permitted hereby, and orderly and free of occupants in any event. All trade fixtures and all equipment, supplies and other property of the Lessee installed, assembled or placed by the Lessee upon the Leased Premises at any time, which may be removed from the Leased Premises without any material damage caused by such removal shall not become part of the realty and shall remain the property of the Lessee, and the Lessee may at its expense remove any or all of same during, and shall in any event remove all of same at the expiration or sooner termination of, the Term so long as the Lessee repairs any and all damage caused by such removal. Upon such expiration or termination the Lessor may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Leased Premises any or all fixtures, equipment, supplies and other property of the Lessee not removed by the Lessee as provided in the immediately preceding sentence, and either store same for the account of the Lessee at the Lessee's expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Lessee for the proceeds thereof.

Section 15. Notice. Any notice from the Lessor to the Lessee relating to the Leased Premises or the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee or at such other address as the Lessee may from time to time advise in writing. Any notice from the Lessee to the Lessor relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at 9 Huntingdon Road, Lynnfield, Massachusetts 01940 or at such other address as the Lessor may from time to time advise in writing. All rent shall be paid and sent to the Lessor at 9 Huntingdon Road, Lynnfield, Massachusetts 01940.

Section 16. No Broker. The Lessee covenants and agrees that it dealt only with the Lessor in connection with this Lease and the use and occupation of the Leased Premises.

Section 17. Notice of Default to the Lessor. In no event will the Lessor be deemed to be in default because of any failure by the Lessor to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Lessor set forth herein for thirty (30) days after notice to the Lessor specifying such failure or breach,

without its being waived, or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter.

Section 18. Title and Condition. The Leased Premises are demised and let subject to (a) the existing state of the title thereof as of the commencement of the Term, (b) any state of facts which an accurate survey or physical inspection of the Leased Premises might show, (c) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws, rules, regulations or requirements now in effect or hereafter adopted by any public authority having jurisdiction, (d) real estate taxes assessed but not yet due and payable, and (e) with respect to buildings, structures and other improvements located on the Leased Premises, their condition as of the commencement of the Term, without any representation or warranty by the Lessor whatsoever.

Lessor represents and warrants that it has title to the Leased Premises. To the best knowledge of Lessor, its title to the Leased Premises is subject only to those restrictions and encumbrances listed on Schedule B to a title insurance policy issued by Chicago Title Insurance Company in favor of John J. Riley, Jr. and Diana W. Riley, dated January 6, 1983, Policy No. 8251-02462. Lessor has made no investigation of the title for the Leased Premises since the date of such policy. To the best

knowledge of Lessor, such restrictions and encumbrances have not interfered with the operations of a tannery on the Leased Premises prior to the date hereof.

Lessee acknowledges that it has made such investigation of the Leased Premises as it has deemed appropriate and has reviewed the pleadings in the case of Anderson v. Cryovac, Civil Action No. 82-1672-S, Federal District Court of Massachusetts. Lessee understands the allegations of the plaintiffs in said case. Lessee expressly agrees that such matters do not affect Lessee's obligations hereunder nor do they constitute a breach of Lessor's covenant of quiet enjoyment hereunder, it being agreed, however, that in the event an order of a court or governmental authority requires the cessation of Lessee's business operation, Lessee shall have the right to terminate this lease on thirty (30) days' written notice.

Lessee is aware that Lessor or affiliates of Lessor may sell or ground lease approximately six (6) acres of vacant land situated northwest of the Leased Premises. The proposed use for such vacant land is construction of a new warehouse/distribution building. In order adequately to separate the tannery operations on the Leased Premises from such new development, Lessor hereby reserves the right to construct an earthen berm or fence and/or to install appropriate landscaping along the common property line between the Leased Premises and such vacant land.

Section 19. Subordination, Attornment, and Nondisturbance.

The Lessee will on request at any time or from time to time by any holder of a mortgage on all or any portion of the Leased Premises subordinate this lease and all of the Lessee's rights and estate hereunder to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof, or declare this lease to be prior to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof, and agree with such holder that the Lessee will attorn thereto in the event of foreclosure and that the Lessee will not without the consent of such holder amend this lease or prepay any rental hereunder, provided, however, that such holder executes and delivers a written agreement consenting to this lease and agreeing that, notwithstanding such mortgage or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting said mortgage, the Lessee shall not be disturbed in peaceful enjoyment of the Leased Premises or this lease terminated or cancelled at any time, except in the event the Lessor shall have the right to terminate this lease under the terms and provisions set forth herein; the Lessee covenants and agrees to execute any documents reflecting the foregoing and take any steps which may be reasonably necessary to consummate such subordination, attornment and nondisturbance provisions.

Section 20. Lessor's Access. The Lessor or agents of the Lessor may, at reasonable times, enter to view the Leased Premises, and may make repairs and alterations as Lessor should elect to do and may show the Leased Premises to prospective mortgagees and purchasers and, within three (3) months before the expiration of the term, to prospective lessees, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.

Section 21. Notice to Mortgagee. Upon receipt of a request by the Lessor or any holder of a mortgage on all or any part of the Leased Premise, the Lessee will thereafter send any such holder copies of all notices of default or termination or both given by the Lessee to the Lessor in accordance with any provision of this lease. In the event of any failure by the Lessor to perform, fulfill or observe any agreement by the Lessor herein or any breach by the Lessor of any representation or warranty of the Lessor herein, any such holder may at its election cure such failure or breach for or on behalf of the Lessor.

The Lessee will from time to time, upon not less than fifteen (15) days' prior request by the Lessor, deliver to the Lessor or any actual or prospective purchaser or holder of a mortgage on all or any part of the Leased Premises, a statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the rental and other payment have been made, (b) the amendments, if any, to this Lease, (c) whether or not the Lessor is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth therein or has indebtedness to the Lessee for the payment of money, and (d) if so, each default or indebtedness. Upon not less than fifteen (15) days' prior request by the Lessee, Lessor agrees to deliver to the Lessee a similar statement.

Section 22. Waiver of Subrogation. To the extent available under standard policies of insurance without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost, each party hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party for any loss of or damage to property arising out of fire or casualty and each party agrees that all insurance policies relating to the Leased Premises will contain waivers by the insurer of such liability, recovery, subrogation and suit. If extra cost is chargeable

therefor, each party shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section 23. Compliance with Law; Environmental Matters

(a) Generally. Lessee covenants to make all repairs, alterations, improvements, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulations of any public authority; to keep the Leased Premises equipped with all safety appliances so required; to pay all municipal, county, or state taxes assessed against the leasehold interest hereunder or against personal property of any kind on or about the Leased Premises; not to dump, flush, or in any way introduce any industrial wastes, hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system serving the Leased Premises, not to generate, store or dispose of hazardous substances in or on the Leased Premises or dispose of hazardous substances from the Leased Premises to any other location owned or controlled by Lessor unless in compliance with applicable law, including, without limitation, Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, as amended, and the terms and conditions of both (1) a Final Judgment dated

December 22, 1983, entered January 12, 1984 in Civil Action No. 66146, Suffolk Superior Court, Commonwealth of Massachusetts v. John J. Riley Company, Inc., and (2) Metropolitan District Commission Industrial User Discharge Permit No. 43-000-602-2, dated December 20, 1983 (if and until a new discharge permit is issued to Lessee), copies of which are attached hereto and incorporated herein by reference; to notify Lessor of any incident which would require the filing of a notice under Chapter 232 of the Acts of 1982; and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, environmental, fire, health and other codes, regulations, ordinances or laws applicable to the Leased Premises, except that Lessee may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be contested by Lessee in good faith and by appropriate legal proceedings, if Lessee first gives Lessor appropriate assurance against any loss, cost or expense on account thereof. "Hazardous substances" as used in this paragraph shall mean "hazardous substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 and regulations adopted pursuant to said Act. Notwithstanding the foregoing, it is the intention of Lessor and Lessee that, as between Lessor and Lessee, Lessor shall be responsible for complying with orders of public authorities

relating to the physical condition of the land (but not the buildings) comprising a portion of the Leased Premises existing prior to the date hereof, and that Lessee shall be responsible for complying with orders of public authorities relating to or arising out of changes in such conditions (whether created by Lessee or by unauthorized third parties) occurring during the term hereof. Lessee may elect to terminate this Lease if it deems compliance with new operational requirements of public authorities to be unecomonic, provided, however, that Lessee must comply with orders relating to the correction of conditions or changes in conditions previously created by Lessee.

(b) Metropolitan District Commission. Lessee expressly agrees to be bound by and to assume the obligations of John J. Riley Company, Inc. under said Final Judgment and said Discharge Permit including, without limitation, making reasonable effort to meet all deadlines for installation of required pretreatment systems and performing the cleaning of the connecting line(s) from the tannery to the Woburn sewer lines. Lessee shall indemnify, exonerate and hold harmless Lessor and John J. Riley Company, Inc., from any loss, costs, damage, or expense arising out of, or alleged to have arisen out of, any failure by Lessee to comply with said Final Judgment and said Discharge Permit after the date hereof. Lessee shall promptly make application to the M.D.C. for a new discharge permit.

(c) Tannery Operations. As long as such action or substances do not violate any applicable law or regulations, Lessee may continue to dispose of (1) leather buffing dust on the Leased Premises, and (2) catch basin sludge, provided that (i) the constituents of such sludge do not change and (ii) disposal of such sludge on the Leased Premises shall terminate forthwith upon completion of the pretreatment system required by the Final Judgment and Discharge Permit.

(d) Testing. Unless ordered to do so by a governmental authority, Lessee agrees not to perform any chemical analyses of the soil or water contained on the Leased Premises, except the analysis of water with respect to hardness, PH or similar characteristics normally tested in connection with the usual conduct of its business.

Section 24. No Liability. Anything else in the Lease to the contrary notwithstanding, the Lessee shall look solely to the estate and property of the Lessor in the Leased Premises for the satisfaction of any claim for the payment of money by the Lessor by reason of any default or breach by the Lessor of any of the terms and provisions of the lease to be performed, fulfilled or observed by the Lessor, and no other property or assets of the Lessor shall ever be subject to levy, execution or other enforcement procedure for the satisfaction of the Lessee's remedies for any such default or breach.

Section 25. The Lessor While an Owner. As used herein, "Lessor" shall mean the owner from time to time of the Lessor's estate and property in the Leased Premises and if such estate and property are sold or transferred, the seller or transferor shall thereupon be relieved of all obligations and liabilities hereunder thereafter arising or occurring, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring, subject in any event to the provisions of Section 24 of this lease.

Section 26. Local Law. This Lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.

Section 27. Headings. The captions to the various Sections of this lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

Section 28. Separability. If any term or provision of this lease or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such term or

provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.

Section 29. Lessor's Office. During the term of this lease, Lessor ^{and John T. Riley, Jr.} reserves on a rent-free basis (a) the right to occupy a premises containing approximately 1,000 square feet and located in the westerly end of the office building on the Leased Premises, (b) access to such reserved premises, and (c) the right to park, to the extent reasonable for its office use, on the Leased Premises. Lessor ^{and John T. Riley, Jr.} shall use such premises only for general office purposes, and Lessor ^{a John T. Riley, Jr.} may lease portions of such premises if Lessor ^{a John T. Riley, Jr.} continues to maintain an office therein. Lessor shall pay for all utilities, except water, consumed upon, or attributable to, such premises, and shall not permit lessees thereof to interfere with the business of Lessee. Lessor shall maintain public liability insurance in the same amounts required of Lessor under this lease, and workmen's compensation insurance, if required, and shall furnish Lessee with certificates of such insurance. Lessor shall exonerate and indemnify Lessee against all claims, suits, obligations, liabilities, and damages arising out of Lessor's use of such premises. Lessor shall maintain such premises in good order, condition and repair, reasonable wear and tear excepted.

Sgt
CJL

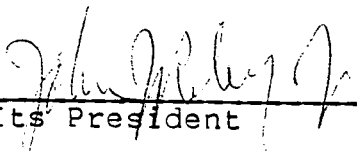
Section 30. Miscellaneous. All terms and provisions of this lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this lease shall be deemed of the essence and every breach thereof material to the Lessor. All representations, warranties and agreements of the Lessee in this lease shall be deemed special, unique and extraordinary; and breach of any provision thereof by the Lessee shall be deemed to cause the Lessor irreparable injury not properly compensable by damages in an action at law, and the rights and remedies of the Lessor hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. All rights and remedies of each party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein except as otherwise expressly provided herein; the rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time or from time to time. This lease sets forth the entire agreement of the parties, and no custom, act,

forebearance, or words or silence at any time, gratuitous or otherwise shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance of fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provision set forth herein, including this Section unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

WITNESS the execution hereof under seal as of the day and year first above written.

CORPORATE
SEAL

WEDEL CORPORATION

By: 
Its President

THE RILEY LEATHER CO., INC.

CORPORATE
SEAL

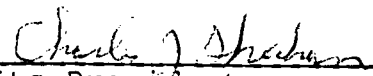
By: 
Its President

EXHIBIT A

Description of the Real Property

The Leased Premises consist of the two parcels of registered land described below together with the improvements thereon and the appurtenant water rights described below:

Parcel I (Registered Land)

A certain parcel of land, situated in Woburn, Middlesex County, Massachusetts shown as Lots 5, 4, and 8 on Land Court Plan 22628B, together bounded and described as follows:

SOUTHEASTERLY	by Salem Street, by two lines totaling four hundred and forty-nine and 41/100 feet;
SOUTHWESTERLY	seventy-three and 70/100 feet;
NORTHWESTERLY	twenty-one and 50/100 feet;
SOUTHWESTERLY	by four lines totaling four hundred twenty-one and 77/100 feet;
SOUTHWESTERLY	by Wildwood Street, one hundred seventy-four and 72/100 feet;
NORTHWESTERLY	by Lot 6 on said plan, by one line four hundred fifteen and 02/100 feet;
WESTERLY	again by said Lot 6, by two lines totaling one hundred sixty-six and 43/100 feet;
NORTHERLY	by the way shown on said plan, thirty and 30/100 feet; and
EASTERLY	by Lot 2 on Land Court Plan 22628A, by five lines totaling seven hundred thirty-nine and 23/100 feet.

Parcel II (Registered Land)

A certain parcel of land, situated in said Woburn, shown as Lots 2 and 3 on Land Court Plan 22628A, a copy of a portion of which is filed in the Middlesex South Registry District of the Land Court in Registration Book 485, Page 165, with Certificate of Title No. 73122, bounded and described as follows:

SOUTHEASTERLY	by Salem Street by two lines totaling one hundred ninety-one and 11/100 feet;
SOUTHWESTERLY	by land shown as a way on said plan (said way being Lot H on Land Court Plan 22628B), by five lines totaling seven hundred thirty-nine and 23/100 feet;

NORTHWESTERLY by land now or formerly of John W. Buckley,
et al., two hundred sixty and 69/100 feet;
NORTHERLY by land now or formerly of Woburn Packing
Co., seventy-five and 42/100 feet; and
NORTHEASTERLY by land now or formerly of Boston and Maine
Railroad, (Montreal Div.), eight hundred
nineteen and 04/100 feet.

Except as otherwise provided in, and subject to the terms of the Lease, the above-described premises are to be leased to the Lessee together with an appurtenant perpetual right and exclusive easement to the Lessee, its heirs and assigns in, over, across, and under the Burdened Land (hereinafter defined):

(a) to use, operate, maintain, inspect, repair, remove, relocate and replace from time to time the well presently located on the Burdened Land (hereinafter called the Existing Well);

(b) to search for, install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time an additional well or wells of such depth and design as the Buyer may deem desirable at any location on the Burdened Land (hereinafter called the Additional Wells; the Existing Well and the Additional Wells are hereinafter collectively called the Wells);

(c) to use, operate, maintain, inspect, repair, remove and replace from time to time any existing pipelines, electrical service, utilities, and any other equipment or facilities used in connection with the Wells, and to draw water from the Wells through said pipelines in such quantities as the Buyer may deem desirable;

(d) to install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time any additional pipelines, electrical wires, poles, guys, and equipment for the transmission of electricity, other utilities or any other equipment the Buyer may deem desirable to use in the operation of the Wells, and to draw water from the Wells through said pipelines in such quantities as the Buyer may deem desirable;

(e) to enter upon the Burdened Land at any time and from time to time, and to permit any other person to so enter upon the Burdened Land to perform any and all acts pursuant to the Buyer's rights under the Real Property Lease.

The Burdened Land is land of Wildwood Conservation Corporation described as follows:

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CJA

(a) Lots 1 and 2 shown on Land Court Plan No. 32181A filed with said Registry District in Registration Book 756, Page 36, with Certificate 125186; and

(b) Lot B shown on Land Court Plan No. 3507A2 filed with said Registry District in Registration Book 65, Page 381 with Certificate 60845, excepting and excluding: (i) Lot B1 shown on Land Court Plan No. 3507B, filed with said Registry District in Registration Book 389, Page 197, and (ii) Lots 1 and 2 shown on Land Court Plan No. 3507C filed with said Registry District in Registration Book 512, Page 318.

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EJL

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

December 22, 1983

John J. Riley Company, Inc.
228 Salem Street
Woburn, Massachusetts 01801

Re: Industrial User Discharge Permit
No. 43-000-602-2

Dear Sir:

The above-referenced permit has been issued contemporaneously with the execution of a Final Judgment between the Commonwealth of Massachusetts and you.

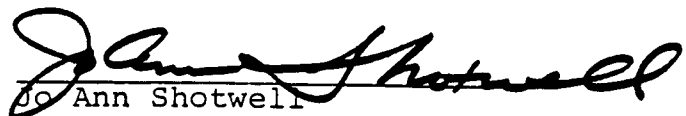
Referring to Attachment A (Wastewater Flows and Characteristics), this letter will acknowledge that any future changes in discharge limitations for the substances mentioned in the Final Judgment are expressly subject to the provisions of the Final Judgment, including specifically Paragraph 9 thereof.

Very truly yours,

COMMONWEALTH OF MASSACHUSETTS
By its attorney,

FRANCIS X. BELLOTTI
Attorney General

By:



Jo Ann Shotwell
Assistant Attorney General
Environmental Protection
Division
One Ashburton Place
Boston, MA 02108





The Commonwealth of Massachusetts

Metropolitan District Commission

20 Somerset Street, Boston 02108

SEWERAGE DIVISION

December 20, 1983

JOHN J. RILEY COMPANY
228 Salem Street
Woburn, MA 01801

ATTENTION: Mr. John J. Riley, Jr.

Gentlemen:

The attached Industrial User Discharge Permit has been prepared on the basis of all available information obtained from correspondence and from the investigation of your industry by Metropolitan District Commission personnel. The Permit is valid as long as all stipulated conditions are complied with and is subject to renewal and change as stated in the Rules and Regulations.

If for any reason you disagree with any conditions set forth in the attached permit, written notification must be submitted to the Commission's Sewerage Division within 10 working days from the date of this letter. The letter shall contain details and facts supporting your disagreement with the permit condition.

If you have questions pertaining to the permit conditions or any information set forth in this letter, please contact me at 727-8989.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Wayne T. Grandin".

WAYNE T. GRANDIN
Chief Engineer of Industrial Waste

JPV/esm

Attachment

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The Commonwealth of Massachusetts

SEWERAGE DIVISION

The City of
Woburn, Massachusetts
and
The Metropolitan
District Commission

INDUSTRIAL USER DISCHARGE PERMIT

Number: 43 000 602-2
Category: 1
Expiration Date: December 31, 1985

JOHN J. RILEY COMPANY
228 Salem Street
Woburn, MA 01801

WOBURN, MASS. 01801

Gentlemen:

Pursuant to federal, State, and local regulations JOHN J. RILEY COMPANY (Industrial User) is hereby authorized to discharge sanitary sewage into the MDC sewerage system through the Woburn sewerage system subject to the conditions set forth in Paragraphs 1, 2, 3, 4, 5, 6, 7, and 8 on the back of this permit.

This permit may be modified by the Metropolitan District Commission (MDC) and the Municipality, acting jointly, as required or authorized by the MDC Sewer User Rules and Regulations, or as required by the federal government or agencies thereof.

Failure on the part of the Industrial User to fulfill any of the specified conditions shall be sufficient cause for immediate revocation of this permit. This permit is further subject to termination upon thirty (30) days written notice to the Industrial User by an authorized representative of the Commission.

Any assignment or transfer of this permit shall automatically make it void.

APPROVED:
City of Woburn, Massachusetts

ROBERT W. SIMONDS
Authorized Municipal Official

Supt. of Public Works

Title

Robert W. Simonds
Signature

12/20/83
Date

APPROVED:
Metropolitan District Commission

WAYNE T. GRANDIN
Name

Chief Engineer of Industrial Waste

Title

Wayne T. Grandin
Signature

12/20/83
Date

4325

*open
CJL*

PERMIT CONDITIONS*

1. The Industrial User shall comply with the "Rules and Regulations Covering Discharge of Sewage, Drainage, Substances, or Wastes to Sewerage Works Within the Metropolitan Sewerage District" or with Federal Regulations if more stringent. (Article II, Section 4 and Article IV, Section 4)**
2. The Industrial User shall allow Metropolitan District Commission (MDC) and Municipal personnel access to premises for inspection or sampling related to conditions of this permit. (Article II, Section 7(b))
3. The Industrial User shall promptly report to the MDC any changes in location, industrial processes, discharges (quantity or quality), or chemical storage procedures. (Article IV, Section 2)
4. The Industrial User shall notify the MDC immediately in the event of any accident, negligence or other occurrence that results in discharge to the public sewerage system of any wastes or process wastewaters not covered by this permit; notification shall be made immediately by phoning the MDC at 727-5253, 7:45 AM to 5:00 PM, Monday through Friday and 523-1212 at all other times and by submitting a written report *within 24 hours*, addressed to the Metropolitan District Commission, Sewerage Division, 20 Somerset Street, Boston, Massachusetts 02108. (Article II, Section 8)
5. The Industrial User shall discharge wastewater in conformance with the information contained in the permit application on file with the MDC Sewerage Division. (Article IV, Section 2)
6. The Industrial User's discharge shall conform to the wastewater flows and characteristics listed in Attachment "A". (Article IV, Section 2(c))
7. The Industrial User shall submit a signed Report as described in Attachment "B" to the municipality and the MDC according to the schedule stated in Attachment "B". (Article IV, Section 2(c))
8. The Industrial User shall comply with the pretreatment requirements and schedule in Attachment "C". (Article II, Section 4 and Article IV, Section 2(c))

* Only the paragraphs cited in the Permit letter are applicable.

** References are to the MDC Rules and Regulations.

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SEWERAGE DIVISION

The Commonwealth of Massachusetts

INDUSTRIAL USER DISCHARGE PERMIT

Number: 43 000 602-2

Category: 1

Expiration Date: December 31, 1985

ATTACHMENT A

WASTEWATER FLOWS AND CHARACTERISTICS

Reference is made to the copy of the final judgement Commonwealth of Massachusetts, Plaintiff vs. John J. Riley Company, Inc., Defendant attached hereto which specifies the discharge limitations set forth at this time.

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SEWERAGE DIVISION

The Commonwealth of Massachusetts

INDUSTRIAL USER DISCHARGE PERMIT

Number: 43 000 602-2

Category: 1

Expiration Date: December 31, 1985

ATTACHMENT B

REPORTING REQUIREMENTS

Discharge Reports. Discharge Reports as described below are to be submitted for effluent from the tanning operations discharging to the sanitary sewerage system free of any uncontaminated water and/or sanitary wastes.

Schedule. Discharge reports described in this Attachment shall be submitted to the MDC monthly. The first report shall be submitted within one month of receipt of this permit, and reports shall be submitted thereafter by the fifteenth day of each month.

Discharge reports for the tanning operation effluent shall contain the following information:

Flow Records. A continuous flow record shall be provided for a period of one day when wastewater flows are truly representative of the Industrial User's normal discharge.

Analytical Data Analysis for the wastewater parameters and constituents listed below shall be submitted to the MDC on a monthly basis. The sampling shall be conducted on three grab samples, one each at the beginning, middle and end of a representative work day. Samples are to be taken while all process lines are fully operational and excluding sanitary waste. Samples are to be taken at the end of process lines. All sampling is to be conducted during periods when the flow measurements required by this Attachment are taken.

Volatile Organics Scan (of the middle grab sample only)

Extractable Organics Scan (form a composite from the three grab samples)

The Industrial User shall maintain accurate records of all monitoring activities including: a) the date, exact location, method, and time of sampling and flow measurements, and the names of the person or persons taking such samples and flow measurements; b) the date analyses were performed; c) name of person(s) performing such analyses; d) the analytical techniques/methods used; and e) the results of those analyses. Copies of these records are to be submitted with the required reports.

All samples collected for the purposes of this permit shall be truly representative of the Industrial User's normal discharge and shall be free of any uncontaminated water and/or sanitary waste.

All sampling and analyses shall be performed in accordance with the MDC Rules and Regulations, Article II, Section 7(c).

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SEWERAGE DIVISION

The Commonwealth of Massachusetts

INDUSTRIAL USER DISCHARGE PERMIT

Number: 43 000 602-2

Category: 1

Expiration Date: December 31, 1985

ATTACHMENT B (PAGE 2)

REPORTING REQUIREMENTS

Discharge Reports. Discharge Reports as described below are to be submitted for the effluent as it leaves the pretreatment system discharging to the sanitary sewerage system free of any uncontaminated water and/or sanitary wastes.

Schedule. Reference is made to the copy of the final judgement, Commonwealth of Massachusetts, Plaintiff, vs. John J. Riley Company, Incorporated, Defendant, attached hereto which specifies the sampling to be performed for the two week period following the complete installation of the pretreatment system.

Compliance with Federal Regulations must also be maintained. Federal Regulations require compliance with monthly average discharge limitations as set forth in the Federal Register by sufficient data collection as specified therein.
(Federal Regulation Vol. 47 - No. 226)

All samples collected for the purposes of this permit shall be truly representative of the Industrial User's normal discharge and shall be free of any uncontaminated water and/or sanitary waste.

All sampling and analyses shall be performed in accordance with the MDC Rules and Regulations, Article II, Section 7(c).

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SEWERAGE DIVISION

The Commonwealth of Massachusetts

INDUSTRIAL USER DISCHARGE PERMIT

Number: 43 000 602-2

Category: 1

Expiration Date: December 31, 1985

ATTACHMENT C

COMPLIANCE SCHEDULE

Reference is made to the copy of the final judgement, Commonwealth of Massachusetts, Plaintiff vs. John J. Riley Company, Inc., Defendant, attached hereto which specifies the compliance schedule set forth to achieve the discharge limitations.

EX-11
CJS

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION
NO.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff

v.

JOHN J. RILEY COMPANY, INC.,

Defendant

FINAL JUDGMENT

It appearing to the court that the defendant, without admitting the allegations of the Complaint except as to jurisdiction, consented, in the consent attached hereto, to the entry of this Final Judgment and the court finding both subject matter and personal jurisdiction:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. This court has jurisdiction over the subject matter of and the parties to this action. The Commonwealth of Massachusetts, acting through the Metropolitan District Commission [hereinafter, "MDC"] and the Department of the Attorney General, alleges violations by John J. Riley Company, Inc., [hereinafter, "Riley"] of G.L.c.92, §§1-9, and the "Rules

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and Regulations Covering Discharge of Sewage, Drainage, Substances, or Wastes," [hereinafter, "Regulations"] promulgated pursuant thereto which, if proven, would entitle the MDC to relief pursuant to G.L. c.92.

2. The parties acknowledge and agree that this judgment shall not constitute evidence against, and is not to be construed as an admission of any liability on the part of either party to this action. Riley does not, by entering into this judgment, admit to liability pursuant to c.92 or to any of the MDC's allegations except as to jurisdiction. Riley acknowledges, however, that any violation of this judgment may result in its being adjudged in contempt of court.

3. The provisions of this judgment shall apply to and be binding upon Riley, its officers, employees, agents, independent contractors, successors, and assigns.

4. The MDC acknowledges that on or before July 15, 1983, as previously agreed, Riley submitted to the MDC for its review an Engineering Report [hereinafter, "Engineering Report"] prepared by a Registered Professional Engineer which, together with certain additional information required by the MDC, set forth an acceptable approach to affecting the levels of the following constituents in the discharge from Riley's tannery located at 228 Salem Street in Woburn, Massachusetts [hereinafter, "the tannery"] through pretreatment and/or

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process modifications: pH, total chromium, oil and grease, sulfides, sulfates, total suspended solids, settleable solids, chlorides, cadmium, and lead.

5. Riley has ordered and received equipment from the Clow Corporation to perform pilot plant testing at the tannery of the feasibility of achieving the chromium discharge limits specified in paragraph 6 below through maximum chrome recovery (with minimum resulting sludge). Upon the execution hereof, Riley shall commence its pilot testing. Within nine weeks thereafter, Riley shall notify the MDC in writing of the test results. If Riley determines that such equipment can feasibly achieve the chromium limits, it shall so inform the MDC in its written notification and shall proceed to the final design stage described in paragraph 6 below. If Riley determines that the pilot equipment cannot feasibly achieve the chromium limits, it shall so inform the MDC in its written notification and shall phase out its operations and close the tannery within six months of that notification pursuant to paragraph 15 below. If, during the evaluation of the pilot plant equipment, Riley finds that a portion of said equipment fails to perform a specific unit operation satisfactorily, Riley shall immediately so advise the MDC in writing and describe the steps which would be taken by Riley to procure replacement equipment of alternate

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design which will perform to specification. If, in its sole discretion, the MDC determines that additional time should be allowed for Riley to seek such replacement equipment, it will extend the pilot plant testing period to permit such activity.

6. Within 120 days following submission to the MDC of the written notification of pilot plant test results required in paragraph 5 above, Riley shall submit to the MDC for its review final plans and specifications prepared by a Registered Professional Engineer for all pretreatment systems to be installed at the tannery pursuant to the Engineering Report as supplemented by the additional information previously provided to the MDC. The design objectives of the pretreatment systems shall be as follows:

- | | |
|----------------------|--|
| (1) pH-- | 5.5 - 9.5 |
| (2) Total Chromium-- | 8.0 mg./l. maximum daily average concentration; *
12.0 mg./l. instantaneous maximum |
| (3) Oil and Grease-- | 1000 mg./l. instantaneous maximum |
| (4) Sulfides-- | 24 mg./l. max. daily avg. |
| (5) Sulfates-- | 1200 mg./l. max. daily avg., plus sulfate required for neutralization process |

* All maximum daily average concentrations referenced in this judgment shall be based on 24-hour flow-proportion composite samples taken while all processes at the tannery are operational and excluding sanitary wastes.

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|------|--------------------------|-----------------------------|
| (6) | Total suspended solids-- | 6000 mg./l. max. daily avg. |
| (7) | Settleable solids-- | 1500 mg./l. max. daily avg. |
| (8) | Chlorides-- | 3000 mg./l. max. daily avg. |
| (9) | Cadmium-- | .1 mg./l. max. daily avg. |
| (10) | Lead-- | 0.4 mg./l. max. daily avg. |


MDC agrees that the use of $MnSO_4$ as a catalyst to oxidize sulfides and sulfuric acid used to neutralize pH is acceptable. The parties agree, however, that the concentration of manganese in the tannery's discharge shall not exceed 40 mg./l. (maximum daily average) and that the MDC may require compliance with a lower discharge limit for manganese in the future if it installs a secondary treatment plant and manganese levels are interfering with the proper operation of that plant. The MDC agrees that, in such event, it will afford Riley a reasonable amount of time to effect any necessary additional reduction in manganese or to substitute another catalyst.

7. The MDC shall, within fourteen days of receiving the final plans and specifications, notify Riley in writing of any additions or modifications needed thereto to aid it in determining whether the pretreatment systems comply with

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generally accepted pretreatment engineering principles. Riley agrees, subject to the provisions of paragraph 13 below, to submit any such additions or modifications within thirty days of receiving said notice.

8. Upon determining that the final plans and specifications, and any additions or revisions thereto, provide sufficient and acceptable design information with respect to the proposed pretreatment systems, the MDC shall so notify Riley in writing. Riley shall, within ten months of receiving such notice, order and complete installation of all proposed pretreatment systems and implementation of all process modifications in accordance with the final plans and specifications and commence operation of the pretreatment systems. Within four weeks of completing the installation of the pretreatment systems, Riley shall submit to the MDC an analytical report containing analytical data for all of the parameters for which discharge limits are specified in paragraph 6 above on the basis of samples collected on a daily basis for a two-week period, with all samples to conform to the requirements of the Regulations.



9. The MDC retains the authority to require additional actions with respect to the constituents for which discharge limits are specified in paragraph 6, including but not limited to additional sampling and analysis and the design and installation of additional pretreatment systems, to those specifically required above if the sampling analyses submitted pursuant to paragraph 8 or samples taken or inspections conducted at any time by it indicate that the pretreatment systems installed and process modifications implemented in accordance with the preceding provisions are not (or, in the case of a requirement of additional sampling, may not be) reducing constituent levels in Riley's wastewater discharge to the limits specified in paragraph 6. Riley agrees to either take the additional steps ordered by the MDC or to close the tannery pursuant to paragraph 15 below. The MDC agrees not to require additional pretreatment, or to take enforcement action for noncompliance with this judgment, on the basis of a single grab sample of chromium, or oil and grease, but rather to base any such requirement or action with respect to those constituents on representative sampling which, in the reasonable judgment of the MDC, accurately characterizes the tannery's discharge. While no instantaneous maximum limit for lead has been set in paragraph 6, the MDC specifically reserves

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the authority to set such a limit in the event that there appears to be any substantial increase in the daily average discharge of lead from the tannery. The MDC further reserves the authority to set limits on the BOD₅ and COD concentrations in the tannery's discharge and/or to revise any of the discharge limits set forth in paragraph 6 (and to require additional pretreatment to secure compliance with those new limits) if such limits on BOD₅ and COD or such revised limits are necessary in light of new or amended state or federal requirements imposed upon or adopted by the MDC (including, but not limited to, a requirement that it provide secondary treatment capacity) and are imposed generally, if applicable, on all parties discharging to the MDC sewerage system after the date of execution of this judgment. The MDC shall not, in the absence of such new or amended requirements, require Riley to comply with (or take action against Riley for its failure to comply with) lower discharge limits for the parameters specified in paragraph 6 than are specified therein, except as provided in paragraph 6 with respect to manganese, or to lower BOD₅ or COD concentrations from present levels.

10. Upon determining either that there is no need for additional pretreatment to that provided in accordance with paragraphs 6 - 8 above, or that Riley has installed and

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rendered operational the additional pretreatment systems required under paragraph 9 above, the MDC shall so notify Riley in writing. Within sixty days of receiving that notice, Riley shall submit to the MDC for its review an Operation and Maintenance Manual for its wastewater pretreatment system. The MDC shall notify Riley within thirty days of receiving the Operation and Maintenance Manual of any necessary additions or revisions thereto. Riley shall submit any such additions and/or revisions within 30 days of receiving such notice.

11. Riley agrees to clean the connecting line(s) from the tannery to the Woburn sewer lines of any solids which have settled therein in May of each year, beginning in May, 1984. Riley shall, after completing each such clean-up, submit written notification of its completion to the MDC, together with copies of any documentation evidencing the clean-up, including any contracts or invoices relating thereto. Riley further acknowledges the authority of the MDC to require it to take appropriate remedial action in the event that there is any clog or build-up of solids in the Woburn or MDC sewer lines attributable to the tannery's discharge.

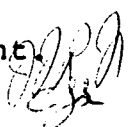
12. Representatives of the MDC shall have the right to enter the tannery at reasonable times for inspection and sampling purposes.

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SS

13. It is understood that the deadlines set in this judgment shall be extended in the event that (a) necessary equipment which was timely ordered by Riley is not, in fact, delivered within a deadline set herein, provided Riley can demonstrate that it diligently pursued expeditious delivery or (b) a testing laboratory does not provide results in a timely manner to permit Riley to submit required reports to the MDC within the time periods specified herein, all through no fault of Riley or for other cause beyond the control of Riley, including without limitation plant closure due to labor disputes. In the event of such delays, the parties shall execute appropriate extensions to the deadlines set forth herein.

14. Riley agrees immediately to notify the MDC in writing of any addition to or change in its raw materials or its processes at the tannery which could have any potential impact on its discharge.

15. In the event that Riley determines, at any time during the period covered by this judgment, that it cannot economically operate the tannery in compliance with this judgment, it shall immediately so notify the MDC and will phase out its operations and close the tannery within six months of such notification. Riley shall not, during that six-month phase-down period, alter its processes in any way which could increase the loading of or the concentration levels in its discharge of any of the constituents mentioned in this judgment.



16. In the event that tannery operations are totally assumed in an arms-length transaction by third parties and Riley has no further involvement with the management or operation of the tannery, the provisions hereof shall be binding upon such successors and assigns. Riley shall, under those circumstances, have no liability hereunder except for actions or failures of action occurring during the period it owned or operated the tannery.

17. Upon a determination by the MDC or the Attorney General that Riley is not in compliance with any provision of this judgment, the MDC or the Attorney General shall notify Riley in writing of its determination, specifying the grounds upon which it was made. Within ten days Riley shall either cure such violation or, if the violation cannot be cured within that period, shall commence the necessary curative action and prosecute it diligently on a daily basis until completed.

18. In the event that Riley does not cure a violation as aforesaid, the Attorney General may demand that Riley pay to the General Fund of the Commonwealth of Massachusetts damages in the amount of \$1,000 for each day following receipt by Riley of notification of non-compliance with any of the provisions of this judgment. Riley shall make payment as demanded within fourteen days of its receipt of the demand from the Attorney General.

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19. This judgment is intended to resolve any and all disputes between the parties relative to Riley's discharge from the tannery of the constituents specifically mentioned herein. It shall in no way restrict the MDC's authority to take action against Riley for violations of c.92 or regulations promulgated thereunder occurring after the date of execution hereof, except as limited by the provisions of paragraphs 9 and 21 hereof.

20. The terms of this judgment shall remain in effect and shall not be superseded by any future renewal of Riley's Industrial User Discharge Permit or the issuance of any new permit covering its discharge into the Woburn or MDC sewerage systems. MDC agrees that it shall, following execution of this judgment, renew Riley's current Industrial User Discharge Permit for a period of two years, on terms which incorporate and are fully consistent with the provisions of this judgment.

21. The MDC and the Attorney General acknowledge that they shall not seek any penalties from Riley on account of wastewater discharge from the tannery into the MDC system prior to the date of execution hereof and that no such penalties shall be sought from Riley with respect to the constituents of its discharge mentioned in this judgment provided Riley

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complies in full with the terms of this judgment and any additional requirements properly set in accordance herewith.

Approved as to form

By the Court (, J.)

Attest:

Assistant Clerk

Date: _____

JOHN J. RILEY COMPANY, INC.

By:

John J. Riley
John J. Riley, President

THE COMMONWEALTH OF MASSACHUSETTS

By:

Stephen M. Leonard /ias
Stephen M. Leonard, Chief
Assistant Attorney General
Environmental Protection Division

Jo Ann Shotwell
Jo Ann Shotwell
Assistant Attorney General

Environmental Protection Division
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2265

Dated: Dec. 22, 1983

[Handwritten initials]

JOHN J. RILEY COMPANY, INC., WILDWOOD
CONSERVATION CORPORATION, JOHN J. RILEY, JR.
AND DIANA W. RILEY:

PURCHASE OF THE ASSETS AND REAL PROPERTY
OF THE JOHN J. RILEY CO. DIVISION
OF BEATRICE FOODS CO.

The closing was held at
the offices of Nutter, McClennen & Fish
on January 6, 1983

From the Offices of:
NUTTER, McCLENNEN & FISH
Federal Reserve Plaza
600 Atlantic Avenue
Boston, Massachusetts 02210

CLOSING DOCUMENTS:

<u>I.</u>	<u>ASSET PURCHASE</u>	<u>INDEX NO.</u>
	Asset Purchase Agreement, effective as of January 1, 1983 and executed on January 6, 1983, by and among Beatrice, the Company, Wildwood, John Riley and Diana Riley.....	1
	<u>Exhibits to the Asset Purchase Agreement:</u>	
	Exhibit A - List of the Division's contracts, agreements or commitments as of December 31, 1982.....	2
	Exhibit B - The Division's accounts receivable outstanding as of December 31, 1982.....	3
	Exhibit C - The Division's liquid assets and prepaid outside expenses as of November 30, 1982.....	4
	Exhibit D - Description of the land, together with the buildings and improvements thereon, designated as Real Property Parcel I.....	5
	Exhibit E - Description of the land designated as Real Property Parcel II.....	6
	Exhibit F - The accrued expenses, trade and accounts payable of the Division as of November 30, 1982.....	7
	Exhibit G - The Base Balance Sheet of the Division as of November 30, 1982.....	8
	Exhibit H - Specimen Inventory Note given by the Company to Beatrice.....	9
	Exhibit I - Security Agreement entitled "Pledge and Security Agreement" securing the Inventory Note.....	10
	Exhibit J - The existing title insurance policy covering the Real Property.....	11

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Exhibits to the Asset Purchase Agreement Continued

Exhibit K - List of pending or threatened litigation or proceedings against the Division, the business assets or the Real Property.....	12
Exhibit L - The form of the opinion of Nutter, McClennen & Fish.....	13
Exhibit M - Purchase price computation based on good faith estimates of the Real Property, business assets and Inventory Note amounts as of December 31, 1982.....	14
Certificate of the Assistant Secretary of Beatrice dated January 6, 1983 certifying the resolutions adopted by the Board of Directors on December 7, 1982.....	15
Certificate of the Clerk of the Company dated January 6, 1983 regarding the Articles of Organization, the By-Laws and the Resolutions adopted by the Board of Directors on January 1, 1983.....	16
Certificate of the Clerk of Wildwood dated January 6, 1983 regarding the Articles of Organization, By-Laws, Resolutions and Incumbency.....	17
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* The index number for this document is correct - the document
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The index number for this document is correct - the document was not available when this binder was prepared; however on its completion, it will be added at the end of the binder.

CERTIFICATE
OF
TITLE.

Book 964

Page 115

No. 166865

DATE OF REGISTRATION

January 6, 1983

Diana W. Riley et al

Owners

JOHN F. ZAMPARELLI, ESQ.
REGISTER OF DEEDS
ASSISTANT RECORDER
LAND COURT
MIDDLESEX SOUTH REGISTRY DISTRICT
CAMBRIDGE, MASS., 02141

IMPORTANT
See Note on back.

Extract from Chapter 183, Section 46, of the General Laws as amended.

Every person receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser or mortgagee, shall be bound to hold the same free from all encumbrances except those noted in the certificate, and any of the foregoing encumbrances which may be existing.

Every landowner, upon the filing of a certificate of title, shall be bound to hold the same free from all encumbrances except those noted in the certificate, and any of the foregoing encumbrances which may be existing.

And every person receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser or mortgagee, shall be bound to hold the same free from all encumbrances except those noted in the certificate, and any of the foregoing encumbrances which may be existing.

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And every person receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser or mortgagee, shall be bound to hold the same free from all encumbrances except those noted in the certificate, and any of the foregoing encumbrances which may be existing.

Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

First, Liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second, Taxes, within two years after they have been committed to the collector.

Third, Any highway, town way, or any private way laid out under section twenty-one of chapter eighty-two, if the certificate of title does not state that the boundary of such way has been determined.

Fourth, Any lease for a term not exceeding seven years.

Fifth, Any liability to assessment for betterments or other statutory liability, except for taxes payable to the commonwealth, which attaches to land in the commonwealth as a lien, but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate, or in any other manner.

Sixth, Liens in favor of the United States for unpaid taxes or of existing under the Internal Revenue Code of 1954 as amended from time to time.

SEVEN, Liens in favor of the commonwealth, which may be filed in the commonwealth.

CERTIFICATE OF TITLE.

Book 964

Page 115

No. 166865

DATE OF REGISTRATION

January 6, 1983

Diana W. Riley et al

Owners

JOHN F. ZAMPARELLI, ESQ.
REGISTER OF DEEDS
ASSISTANT RECORDER
LAND COURT
MIDDLESEX SOUTH REGISTRY DISTRICT
CAMBRIDGE, MASS., 02141

IMPORTANT

See Note on back.

IMPORTANT

* LAND REGISTRATION OFFICE
SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY
EAST CAMBRIDGE, MASSACHUSETTS.

NOTE

This certificate must accompany every voluntary instrument relating to this property which is presented for registration at this office.

This certificate should be mailed or delivered to this office upon request when an involuntary instrument affecting this property is registered, so that the same may be noted hereon.

If this certificate is lost, a petition for a new one should be filed at once in the Land Court at Boston.

When a certificate owner dies, a petition for a new certificate after death should be filed in the Land Court at Boston, if the property goes to heirs or devisees.

Owner's Duplicate Certificate

BK.964 PG.115

No. 166865

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From Transfer Certificate No. 157009 in Registration Book 915, Page 59
Originally Registered December 28, 1978 for the South Registry District of
Middlesex County

This is to Certify that

Diana W. Riley of Lynnfield in the County of Essex and
Commonwealth of Massachusetts, is the owner in fee simple, of an undivided
three-fifths part, and John J. Riley, Jr. of said Lynnfield, is the owner in
fee simple, of an undivided two-fifths part,

of that certain parcel of land

situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Southeasterly by Salem Street, six hundred forty and 53/100 feet;
Southwesterly, seventy-three and 70/100 feet, and
Northwesterly, twenty-one and 50/100 feet, by land now or formerly
of Julia F. Watts et al
Southwesterly by lands of sundry adjoining owners as shown on plan
hereinafter mentioned, eleven hundred eighty-three and 39/100 feet;
Northwesterly by the southeasterly line of Sunset Avenue, ninety-eight
and 30/100 feet;
Northeasterly, one hundred thirty-two and 56/100 feet, and
Northwesterly, two hundred sixty and 05/100 feet, by the southwesterly
and southeasterly lines of Hinston Road;
Northeasterly by the southwesterly line of a Way as shown on said plan,
four hundred twelve and 07/100 feet;
Northerly by a line crossing said Way, thirty and 30/100 feet;
Northwesterly by land now or formerly of John W. Buckley et al,
two hundred sixty and 69/100 feet;
Northerly by land now or formerly of Woburn Packing Co.,
seventy-five and 42/100 feet; and
Northeasterly by land now or formerly of Boston and Maine Railroad
(Montreal Div), eight hundred nineteen and 04/100 feet.

Said parcel is shown as lots 1, 2 and 3 on said plan, (Plan No. 22628A).

All of said boundaries are determined by the Court to be located as shown on
a plan, as modified and approved by the Court, filed in the Land Registration
Office, a copy of a portion which is filed in the Registry of Deeds for the
South Registry District of Middlesex County in Registration Book 485, Page
165, with Certificate 73122.

So much of the above described land as is included within the area marked
Sewer Easement-City of Woburn on said plan is subject to a sewer easement as
set forth in a grant made by John J. Riley Company to the City of Woburn,
dated April 10, 1931, duly recorded in Book 5570, Page 140.

The above described land is subject to the flow of an ancient water course
running through the same as shown on said plan.

Said lot 3 is subject to, and has the benefit of, the provisions contained
in two indentures, one between the Boston and Maine Railroad and John J. Riley
Company, dated December 3, 1945, duly recorded in Book 6918, Page 262, and the
other between said Boston and Maine Railroad and the Woburn Packing Company,
dated November 29, 1945, duly recorded in Book 6917, Page 497.

There is appurtenant to said lot 1 the right to use the whole of said Sunset
Avenue and Hinston Road, as shown on said plan, in common with all other
persons lawfully entitled thereto.

Said lot 2 is subject to a Taking by the City of Woburn of Permanent sewer
easement and temporary construction easement, Document No. 473793.

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Certificate No. 166865 cont'd.

Also another certain parcel of land situate in said Woburn, described as follows:

Southerly, two hundred twenty-six and 73/100 feet, and
Southwesterly, one hundred and sixty-seven feet, by the northerly
and northeasterly lines of Hinston Road;
Northwesterly by land now or formerly of the City of Woburn,
two hundred and fifty-five feet; and
Northeasterly by the southwesterly line of a way as shown on plan
hereinafter mentioned, two hundred ninety-four and 60/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 503, Page 497, with Certificate 77483, (Plan No. 23536A).

The above described land is subject to restrictions as set forth in two deeds given by John Hinston et al Trustees, one to Frank H. Linscott, dated September 19, 1925, duly recorded in Book 4897, Page 48 and the other to Austin H. Linscott, dated January 25, 1926, duly recorded in Book 4937, Page 288.

Also another certain parcel of land situate in said Woburn, described as follows:

Northwesterly by Sunset Avenue, one hundred and three feet;
Northeasterly by land now or formerly of John J. Riley Company,
one hundred feet;
Southeasterly by land now or formerly of Susan E. Heald,
one hundred fourteen and 51/100 feet; and
Southwesterly by land now or formerly of James W. McLeod et al,
ninety-three feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 590, Page 67, with Certificate 92017, (Plan No. 26901A).

The above described land is subject to restrictions as set forth in a deed given by John W. Connolly et al Trustees to August D. Swenbeck, dated April 29, 1937, duly recorded in Book 6115, Page 290.

So much of the above described land as is included within the limits of said Sunset Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

Also another certain parcel of land situate in said Woburn, described as follows:

Southwesterly by the northeasterly line of Hinston Road,
one hundred seventy-five and 82/100 feet;
Northwesterly by land now or formerly of Ralph W. Stokes,
two hundred twenty-one and 55/100 feet;
Northeasterly by land now or formerly of Paul H. Anderson et al,
one hundred seventy-six and 10/100 feet; and
Southeasterly by land now or formerly of Alice K. Riley,
two hundred and fifty-five feet.

Said parcel is shown as lots 1 and 2 on plan hereinafter mentioned, (Plan No. 27496A).

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 600, Page 28, with Certificate 93978.

There is appurtenant to all of the above described land a right over lots 1 and 2 as shown on plan filed in Registration Book 756, Page 36, for use of well, electricity &c., Document No. 633353.

Certificate No. 166865 cont'd.

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And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

Diana W. Riley and John J. Riley, Jr.

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting and subject also as aforesaid.

Witness WILLIAM I. RANDALL, Esquire, Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the sixth day of January the year nineteen hundred and eighty-three
at 2 o'clock and 55 minutes in the after-noon.

Attest, with the Seal of said Court,

John F. J. J. J......
Assistant Recorder

Address of owners: 9 Huntingdon Road, Lynnfield, MA 01940

Land Court Case Nos. 22628, 23536, 26901 & 27496

ID# 7366a DK# 0133a

633353

No. 166865

DOCUMENT

Memoranda of Encumbrances

490974

KIND: Release of Easement
 IN FAVOR OF: Edwin M. Howard et al Trs. to
 John J. Riley Company
 TERMS: Releasing and abandoning easements &c., affecting
 lots 1, 2 and 3, Pl.in Bk. 485, P.165. See Doc.
 DATE OF INSTR: Apr. 22, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *John J. Jangulli* Asst. Recorder

490975

KIND: Release of Easement
 IN FAVOR OF: John W. Buckley et al Mtgees.
 to Edwin M. Howard et al Trs.
 TERMS: Releasing and abandoning easements &c., affecting
 lots 1, 2 and 3, Pl.in Bk.485, P.165. See Doc.
 DATE OF INSTR: Oct. 1, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *John J. Jangulli* Asst. Recorder

633354

KIND: Mortgage
 IN FAVOR OF: BayBank Middlesex
 TERMS: \$520,000. as stated in mortgage, covering this
 and unregistered land.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *John J. Jangulli* Asst. Recorder

633355

KIND: Assignment
 IN FAVOR OF: BayBank Middlesex
 TERMS: Assignment of rents &c. under Mortgage Document
 No. 633354.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *John J. Jangulli* Asst. Recorder

633356

KIND: Financing Statement
 IN FAVOR OF: John J. Riley Company, Inc.
 to BayBank Middlesex
 TERMS: See Document
 DATE OF INSTR: - -
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *John J. Jangulli* Asst. Recorder

Doc 633353 (2)
also rec Book 14851,
Page 337

DEED

BEATRICE FOODS CO., a Delaware corporation having its usual place of business at 2 North LaSalle Street, Chicago, Cook County, Illinois, for consideration paid and in full consideration of one hundred ninety-eight thousand nine hundred seventy-two and no/100 dollars (\$198,972.00) hereby remises, releases and quitclaims, without quitclaim covenants, to DIANA W. RILEY, of Lynnfield, Massachusetts, a three-fifths (3/5) undivided interest in the land hereafter described and to JOHN J. RILEY, JR., of said Lynnfield, the remaining two-fifths (2/5) undivided interest in said land to be held by them as tenants in common, in accordance with their respective interests, the four parcels of registered land and one parcel of unregistered land and all buildings, structures, improvements and fixtures thereon, situate in Woburn, Middlesex County, Massachusetts, together with any and all rights, rights of way, easements, privileges and appurtenances thereunto belonging or appertaining, each such parcel being bounded and described as follows:

REGISTERED LAND:

That certain parcel of land situate in Woburn in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Southeasterly by Salem Street, six hundred forty and 53/100 feet;

Southwesterly, seventy-three and 70/100 feet, and

Northwesterly, twenty-one and 50/100 feet by land now or formerly of Julia F. Watts et al;

Southwesterly by lands of sundry adjoining owners as shown on plan hereinafter mentioned, eleven hundred eighty-three and 39/100 feet;

000102

Address of premises: 228 Salem Street, Woburn, Massachusetts
Address of grantees: 9 Huntingdon Road, Lynnfield, Massachusetts

Northwesterly by the southeasterly line of
Sunset Avenue, ninety-eight and 30/100 feet;

Northeasterly, one hundred thirty-two
and 56/100 feet, and

Northwesterly, two hundred sixty and
05/100 feet, by the southwesterly
and southeasterly lines of Hinston Road;

Northeasterly by the southwesterly line of
a Way as shown on said plan, four
hundred twelve and 07/100 feet;

Northerly by a line crossing said Way,
thirty and 30/100 feet;

Northwesterly by land now or formerly
of John W. Buckley et al, two hundred
sixty and 69/100 feet;

Northerly by land now or formerly
of the Woburn Packing Co., seventy-five
and 42/100 feet; and

Northeasterly by land now or formerly
of Boston and Maine Railroad
(Montreal Div.), eight hundred
nineteen and 04/100 feet.

Said parcel is shown as lots 1, 2 and 3 on Land Court
Plan No. 22628A.

All of said boundaries are determined by the Court
to be located as shown on said plan as modified and
approved by the Court, filed in the Land Registration
Office, a copy of a portion of which is filed in the
Registry of Deeds for the South Registry District of
Middlesex County in Registration Book 485, Page 165,
with Certificate 73122.

So much of the above described land as is included
within the area marked Sewer Easement-City of Woburn
on said plan is subject to a sewer easement as set forth
in a grant made by John J. Riley Company to the City
of Woburn, dated April 10, 1931, duly recorded in Book
5570, Page 140.

The above described land is subject to the flow of
an ancient water course running through the same as
shown on said plan.

Said lot 3 is subject to, and has the benefit of,
the provisions contained in two indentures, one between
the Boston and Maine Railroad and John J. Riley Company,
dated December 3, 1945, duly recorded in Book 6918,
Page 262, and the other between said Boston and Maine
Railroad and the Woburn Packing Company, dated November
29, 1945, duly recorded in Book 6917, Page 497.

There is appurtenant to said lot 1 the right to use the whole of said Sunset Avenue and Hinston Road, as shown on said plan, in common with all other persons lawfully entitled thereto.

Said lot 2 is subject to a Taking by the City of Woburn of permanent sewer easement and temporary construction easement, Document No. 473793.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Southerly, two hundred twenty-six
and 73/100 feet, and

Southwesterly, one hundred and sixty-seven
feet, by the northerly and northeasterly
lines of Hinston Road;

Northwesterly by land now or formerly of
the City of Woburn, two hundred and
fifty-five feet; and

Northeasterly by the southwesterly
line of a way as shown on plan
hereinafter mentioned, two hundred
ninety-four and 60/100 feet.

All of said boundaries are determined by the Court to be located as shown on Land Court Plan No. 23536A, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 503, Page 497, with Certificate 77483.

The above described land is subject to restrictions as set forth in two deeds given by John Hinston et al, Trustees, one to Frank H. Linscott, dated September 19, 1925, duly recorded in Book 4897, Page 48, and the other to Austin H. Linscott, dated January 25, 1926, duly recorded in Book 4937, Page 288.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Northwesterly by Sunset Avenue, one hundred
and three feet;

Northeasterly by land now or formerly
John J. Riley Company, one hundred feet;

Southeasterly by land now or formerly
of Susan E. Heald, one hundred fourteen
and 51/100 feet; and

Southwesterly by land now or formerly
of James W. McLeod et al, ninety-three feet.

All of said boundaries are determined by the Court to be located as shown on Land Court Plan No. 26901A as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which

is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 590, Page 67, with Certificate 92017.

The above described land is subject to restrictions as set forth in a deed given by John W. Connolly et al, Trustees to August D. Swenbeck, dated April 29, 1937, duly recorded in Book 6115, Page 290.

So much of the above described land as is included within the limits of said Sunset Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Southwesterly by the northeasterly line
of Hinston Road, one hundred seventy-five
and 82/100 feet;

Northwesterly by land now or formerly
of Ralph W. Stokes, two hundred
twenty-one and 55/100 feet;

Northeasterly by land now or formerly
of Paul H. Anderson et al, one
hundred seventy-six and 10/100 feet; and

Southeasterly by land now or formerly
of Alice K. Riley, two hundred and
fifty-five feet.

Said parcel is shown as lots 1 and 2 on Land Court Plan No. 27496A.

All of said boundaries are determined by the Court to be located as shown on said plan as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 600, Page 28, with Certificate 93978.

For grantor's title see Certificate 157009.

UNREGISTERED LAND:

A certain parcel of land in said Woburn, bounded and described as follows:

Beginning at a point which is South 56°50'27" West twenty-one and seventy-eight hundredths (21.78) feet from Station 548 - 87.93 on the center line of location Boston and Maine Railroad, Boston Division, former Term. Division - N.H. Main Line, thence running along land of said Railroad South 56°50'27" West seventy-three and thirty-seven hundredths (73.37) feet to a point; thence turning and running along land now or formerly of James S. Murray, land of Charlotte Whitney, and land of Eugene C. Fowle on the following seven (7) courses: North 33°09'33" West three hundred eighty (380) feet; South 56°37'27" West eighty and twenty-five hundredths (80.25) feet; North 12°38'30" West two hundred four and seventy-three hundredths (204.73) feet; North 34°40'20" West thirty-three and no hundredths (33.00) feet; North 22°38'30" West five hundred twenty and seventeen hundredths (520.17) feet; North 22°38'30" West ninety and thirty-three hundredths (90.33) feet and North 44°04'40" West one hundred two and no hundredths (102.00) feet to the southerly side line of Salem Street, so-called; thence turning and running along said side line North 61°54'50" East one hundred eight and three hundredths (108.03) feet; thence turning and running along land of the Boston and Maine Railroad on the following five (5) courses. On a curve to the left having a radius of three thousand forty-eight and forty-six hundredths (3048.46) feet and a length of six hundred sixty-seven and thirty-seven hundredths (667.37) feet; South 61°32'15" West thirteen and seventy-six hundredths (13.76) feet; South 33°24'20" East two hundred ninety-four and eighty-nine hundredths (294.69) feet; on a curve to the left having a radius of seven thousand one hundred forty-seven and sixty-three hundredths (7147.63) feet and a length of two hundred thirty-six and fifty-three hundredths (236.53) feet; South 39°32'30" East one hundred twelve and twenty-one hundredths (112.21) feet to the point of beginning, be all of said measurements more or less, said parcel containing about eighty-three thousand, six hundred ten (83,610) square feet and being shown upon plan marked "Land in Woburn, Mass. Boston and Maine Railroad To John J. Riley Company J. F. Kerwin Ass't Chief Eng'r Scale 1 in. = 100 Ft. Oct. 1962", filed in the Middlesex South Registry of Deeds with the deed from Boston and Maine Railroad dated December 11, 1962, recorded with said Deeds in Book 10186, Page 393, to which reference is hereby made for a further description of the premises hereby conveyed.

Being the same premises conveyed to the grantor by deed of John J. Riley Company, dated December 28, 1978, recorded with said Deeds in Book 13615, Page 282.

The above-described registered and unregistered premises are conveyed subject to real estate taxes, not yet due and payable, which the grantees by their acceptance hereof assume and agree to pay.

The above-described registered and unregistered premises are hereby conveyed together with an appurtenant perpetual right and exclusive easement to the grantees, their heirs and assigns in, over, across, and under the Burdened Land (hereinafter defined):

(a) to use, operate, maintain, inspect, repair, remove, relocate and replace from time to time the well presently located on the Burdened Land (hereinafter called the Existing Well);

(b) to search for, install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time an additional well or wells of such depth and design as the grantees may deem desirable at any location on the Burdened Land (hereinafter called the Additional Wells; the Existing Well and the Additional Wells are hereinafter collectively called the Wells);

(c) to use, operate, maintain, inspect, repair, remove and replace from time to time any existing pipelines, electrical service, utilities, and any other equipment or facilities used in connection with the Wells, and to draw water from the Wells through said pipelines in such quantities as the grantees may deem desirable;

(d) to install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time any additional pipelines, electrical wires, poles, guys, and equipment and for the transmission of electricity, other utilities or any other equipment the grantees may deem desirable to use in the operation of the Wells, and to draw water from the Wells through said pipelines in such quantities as the grantees may deem desirable;

(e) to enter upon the Burdened Land at any time and from time to time, and to permit any other person to so enter upon the Burdened Land to perform any and all acts pursuant to grantee's rights under this Deed.

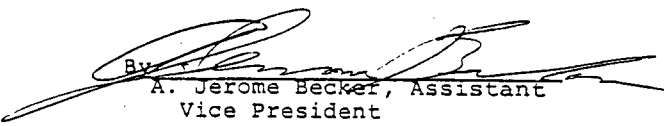
The Burdened Land is other land of the grantor described as follows:

(a) Lots 1 and 2 shown on Land Court Plan No. 32181A filed with said Registry District in Registration Book 756, Page 36, with Certificate 125186 (for grantor's title see Certificate 157009); and

(b) Lot B shown on Land Court Plan No. 3507A2 filed with said Registry District in Registration Book 65, Page 381 with Certificate 60845, excepting and excluding: (i) Lot B1 shown on Land Court Plan No. 3507B, filed with said Registry District in Registration Book 389, Page 197, and (ii) Lots 1 and 2 shown on Land Court Plan No. 3507C filed with said Registry District in Registration Book 512, Page 318 (for grantor's title see Certificate 157070).

In witness whereof, said Beatrice Foods Co. has caused its corporate seal be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Jerome Becker, its Assistant Vice President, hereunto duly authorized this 6th day of January, 1983.

BEATRICE FOODS CO.


By 
A. Jerome Becker, Assistant
Vice President

Commonwealth of Massachusetts

Suffolk, ss.

January 6, 1983

Then personally appeared the above-named A. Jerome Becker and acknowledged the foregoing instrument to be the free act and deed of Beatrice Foods Co., before me,


Notary Public

My commission expires: 1/24/86

Extract from Chapter 185, Section 46, of the General Laws, as amended.

Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

First: Liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second: Taxes, within two years after they have been committed to the collector.

Third: Any highway, town way, or any private way laid out under section twenty-one of Chapter eighty-two if the certificate of title does not state that the boundary of such way has been determined.

Fourth: Any lease for a term not exceeding seven years.

Fifth: Any liability to assessment for betterments, or other statutory liability, except for taxes payable to the commonwealth, which may attach to land in the commonwealth as a lien, prior to or independent of, the recording or registering of any property but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate, or in any other manner.

Sixth: Liens in favor of the United States for unpaid taxes on land or buildings under the Internal Revenue Code of 1954 as amended from time to time. As amended by 1953, c. 243 § 2.

**CERTIFICATE
OF
TITLE.**

Book 485 Page 165

No. 73122

DATE OF REGISTRATION

June 26, 1951

John J. Riley Company

Owner

SOUTH REGISTRY DISTRICT
OF
MIDDLESEX COUNTY,
MASSACHUSETTS.

LAND COURT CASE No. 22628

IMPORTANT
See Note on back.

IMPORTANT

SOUTH REGISTRY DISTRICT
OF MIDDLESEX COUNTY,
MASSACHUSETTS.

NOTE

This certificate must accompany every voluntary instrument relating to this property which is presented for registration at this office.

This certificate should be mailed or delivered to this office upon request when an involuntary instrument affecting this property is registered, so that the same may be noted hereon.

If this certificate is lost, a petition for a new one should be filed at once in the Land Court at Boston.

When a certificate owner dies, a petition for a new certificate after death should be filed in the Land Court at Boston, if the property goes to heirs or devisees.

originals delivered to
Boston 12/15/77 By ESE

John J. Riley #1

Owner's Duplicate Certificate.

ORIGINAL CERTIFICATE OF TITLE REGISTERED IN BOOK 485 PAGE 165

No. 73122

Entered pursuant to a decree of the Land Court, dated at Boston, in the County of Suffolk and Commonwealth of Massachusetts, the **twenty-first** day of **June** in the year nineteen hundred and ~~twenty~~ **fifty-one** and numbered **22628** on the files of said Court.

Copy of Decree.

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK, SS.

LAND COURT

In the matter of the Petition of

John J. Riley Company

numbered

22628

after consideration, the Court doth adjudge and decree that said

John J. Riley Company,
a duly existing corporation having an usual
place of business in

Woburn,

in the County of **Middlesex** and Commonwealth of Massachusetts.

the owner in fee simple of that certain parcel of land situate in
Massachusetts, bounded and described as follows:

Woburn

in the County of Middlesex and Commonwealth of

Southeasterly by Salem Street six hundred forty and 53/100 (640.53) feet;
Southwesterly seventy-three and 70/100 (73.70) feet, and
Northwesterly twenty-one and 50/100 (21.50) feet by land now or
formerly of Julia F. Watts et al;
Southwesterly by lands of sundry adjoining owners as shown on
the plan hereinafter mentioned eleven hundred eighty-three and
39/100 (1183.39) feet;
Northwesterly by the southeasterly line of Sunset Avenue ninety-eight
and 30/100 (98.30) feet;
Northeasterly one hundred thirty-two and 56/100 (132.56) feet, and
Northwesterly two hundred sixty and 05/100 (260.05) feet by the
southwesterly and southeasterly lines of Hinston Road;
Northeasterly by the southwesterly line of a Way as shown on said
plan four hundred twelve and 07/100 (412.07) feet;
Northerly by a line crossing said way thirty and 30/100 (30.30) feet;
Northwesterly by land now or formerly of John W. Buckley et al
two hundred sixty and 69/100 (260.69) feet;
Northerly by land now or formerly of the **Woburn Packing Co.,** seventy-five
and 00/100 (75.42) feet; and
Northeasterly by land now or formerly of the **Boston and Maine Railroad**
(Montreal Div.) eight hundred nineteen and 04/100 (819.04) feet.

All of said boundaries are determined by the Court to be located as shown on
a plan drawn by H. Kingman Abbott, Surveyor, dated August 1950, as modified and
approved by the Court, filed in the Land Registration Office, a copy of a portion
of which will be filed with the original certificate of title issued on this decree,
and shown thereon as lots 1, 2 and 3.

So much of the land hereby registered as is included within the area marked
Sewer Easement-City of Woburn on said plan is subject to a sewer easement as set
forth in a grant made by John J. Riley Company to the City of Woburn, dated April
10, 1931, duly recorded in Book 5570, Page 140.

The land hereby registered is subject to the flow of an ancient water course
running through the same as shown on said plan.

So much of said lots 1 and 2 as is included within the limits of the way,
shown on said plan, is subject to the rights of all persons lawfully entitled
thereto in and over the same, and the areas where the buildings encroach over the
line thereof are not included in said way, and there is appurtenant to said lots 1
and 2 the right to use the way, shown on said plan, leading to said Hinston Road,
as set forth in a grant made by John Reardon & Sons Company to Andrew Peterson
et al, dated November 15, 1915, duly recorded in Book 4014, Page 254, in common
with all other persons lawfully entitled thereto.

Said lot 3 is subject to, and has the benefit of, the provisions contained in
two indentures, one between the Boston and Maine Railroad and John J. Riley Company,
dated December 3, 1945, duly recorded in Book 6918, Page 262, and the other between
said Boston and Maine Railroad and the Woburn Packing Company, dated November 29,
1945, duly recorded in Book 6917, Page 497.

There is appurtenant to said lot 1 the right to use the whole of said Sunset
Avenue and Hinston Road, as shown on said plan, in common with all other persons
lawfully entitled thereto.

Address of Owner: 220 Salem Street, Woburn, Mass.

And the Court doth adjudge and decree that said land be brought under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

John J. Riley Company

to said land
be confirmed and registered; subject, however, to any of the encumbrances mentioned in Section forty-six of said chapter which may be subsisting, and subject also
as aforesaid.

John E. Fenton,
~~WILLIAM CHARLES THORNTON DAVIS~~ Esquire, Judge of the Land Court, at Boston, in said County of Suffolk, the **twenty-first** day of
June in the year nineteen hundred and ~~twenty~~ **fifty-one**, at **ten** o'clock and **thirty** minutes in the **fore** noon.

Attest, with the Seal of said Court, ~~HENRY A. MACHUGAN~~ **Sybil H. Holmes,** Recorder. (SEAL.)

A true copy. Attest, with the Seal of said Court, ~~HENRY A. MACHUGAN~~ **Sybil H. Holmes,** Recorder. (SEAL.)

Recorded for Transcription at Middlesex County South Registry District,
A true copy. Attest, with the Seal of said Court,

June 26, 19**51**, at **10** o'clock, and **30** minutes A. M.

[Signature] Attest Assistant Recorder.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

DOCUMENT NUMBER.	KIND	RUNNING IN FAVOR OF	TERMS.	DATE OF INSTRUMENT.	DATE OF REGISTRATION.	SIGNATURE OF ASSISTANT RECORDER.	DISCHARGE.
					YEAR & MONTH	D. M. A.M. OR P.M.	
370733	Vote	John J. Riley Company	See Document.		1961		
					Sept. 19 9 10 AM	Francis E. McBurney	
370734	Mortgage	New England Merchants National Bank of Boston	\$100,000. Principal and Interest payable as stated in mortgage.	1961	1961		
			Taking of permanent sewer easement and temporary construction easement affecting lot 2.	Sept. 18 1970	Sept. 19 9 10 AM	Francis E. McBurney	Discharged by written instrument. See Document No. 425019.
473793	Taking	City of Woburn	Pl. with Doc. Ordered that Document Nos. 490974 and 490975 be noted on this Certificate and it is further ordered that this Certificate be amended by striking the following beginning with "So much of lots 1 & 2 and ending with lawfully entitled thereto"	Feb. 3 1971	Feb. 24 1140 AM	J. Stetpole	Asst. Recorder
490973	Order of Court			Oct. 14 1971	Oct. 18 1135 AM	J. Behrens	ACTING
490974	Release of Easement	Edwin M. Howard et al Trs. to John J. Riley Company	Releasing and abandoning easements &c.	See Doc. Apr. 22 1971	Oct. 18 1135 AM	J. Behrens	ACTING
490975	Release of Easement	John W. Buckley et al to Edwin M. Howard et al Trs.	Releasing and abandoning easements &c. under Mortgage.	See Doc. Oct. 1 1971	Oct. 18 11 35 AM	J. Behrens	ACTING

DEED
(REGISTERED LAND)

JOHN J. RILEY COMPANY, a Massachusetts corporation having its usual place of business at 228 Salem Street, Woburn, Middlesex County, Massachusetts, for nominal and non-monetary consideration paid, hereby remises, releases and quitclaims, without quitclaim covenants, to BEATRICE FOODS CO., a Delaware corporation, having its usual place of business at 120 South LaSalle Street, Chicago, Cook County, Illinois, the six parcels of registered land and all buildings, structures and fixtures thereon, situate in Woburn, Middlesex County, Massachusetts, together with any and all rights, rights of way, easements, privileges and appurtenances thereunto belonging or appertaining and subject to any and all easements, restrictions, agreements, stipulations, takings and other matters and encumbrances of record, if any, affecting said land, buildings, structures, fixtures and other interests in land, insofar as any or all of the same are now in force and applicable, each such parcel being bounded and described as follows:

~~Parcel One:~~

~~Lot B shown on a plan approved by the Court filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 65, Page 381, with Certificate of Title No. 10845.~~

~~There is excepted and excluded from said lot B all of (i) lot B1 as shown on Land Court Plan 3507B, filed with said South Registry District in Land Registration Book 389, Page 197, and (ii) lots 1 and 2 as shown on Land Court Plan 3507C, filed with said South Registry District in Land Registration Book 612, Page 138.~~

~~For grantor's title to said lot see Transfer Certificate of Title No. 72009.~~

Parcel Two:

✓ Lots 1, 2 and 3 shown on a plan drawn by H. Kingman Abbott, Surveyor, dated August 1950, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in said South Registry District with Original Certificate of Title No. 73122.

For grantor's title to said lots see Original Certificate of Title No. 73122.

Parcel Three:

✓ A lot shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in said South Registry District in Registration Book 503, Page 497, with Original Certificate of Title No. 77483.

For grantor's title to said lot see Transfer Certificate of Title No. 81646.

Parcel Four:

✓ A lot shown on a plan drawn by H. Kingman Abbott, Surveyor, dated February 1955, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in said South Registry District with Original Certificate of Title No. 92017.

For grantor's title to said lot see Original Certificate of Title No. 92017.

Parcel Five:

✓ Lots 1 and 2 shown on a plan drawn by H. Kingman Abbott, Surveyor, dated April 1957, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in said South Registry District with Original Certificate of Title No. 93978.

For grantor's title to said lots see Original Certificate of Title No. 93978.

Parcel Six:

Lots 1 and 2 shown on plan No. 32181A filed in said South Registry District with Original Certificate of Title No. 125186.

✓ For grantor's title to said lots Original Certificate of Title No. 125186.

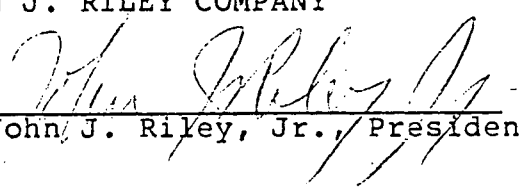
No Massachusetts deed excise stamps are affixed hereto, none being required by law, and this deed is being delivered and filed with said South Registry District in order to vest title in the grantee in confirmation of such vesting made or to be made by virtue of a merger of JOHN J. RILEY COMPANY, grantor herein, with and into BEATRICE FOODS CO., grantee herein.

IN WITNESS WHEREOF, said JOHN J. RILEY COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JOHN J. RILEY, JR., its President hereto duly authorized, this 28th day of December in the year one thousand nine hundred and seventy-eight.

[SEAL]

JOHN J. RILEY COMPANY

By


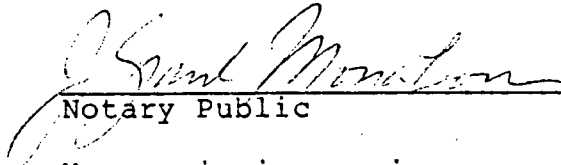

John J. Riley, Jr., President

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

December 28, 1978

Then personally appeared the above named John J. Riley, Jr. and acknowledged the foregoing instrument to be the free act and deed of the John J. Riley Company, before me



Notary Public
My commission expires:

RECEIVED
NOTARY PUBLIC
MASSACHUSETTS
1978

(DEED)

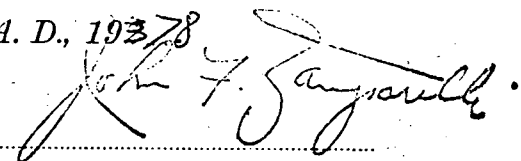
Commonwealth of Massachusetts.

LAND COURT.

Middlesex, ss.

I hereby certify that the foregoing is a duplicate of Document No. 579594 registered December 28, 1978 at 1 o'clock and 40 minutes P.M., and Transfer Certificate of Title issued and transcribed into Registration Book 915 Page 59 being Certificate No. 157009 in the South Registry District for Middlesex County. (See Note)

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court, this 28 day of December A. D., 1978


Assistant Recorder.

DEED

BEATRICE FOODS CO., a Delaware corporation having its usual place of business at 2 North LaSalle Street, Chicago, Cook County, Illinois, for consideration paid and in full consideration of one hundred ninety-eight thousand nine hundred seventy-two and no/100 dollars (\$198,972.00) hereby remises, releases and quitclaims, without quitclaim covenants, to DIANA W. RILEY, of Lynnfield, Massachusetts, a three-fifths (3/5) undivided interest in the land hereafter described and to JOHN J. RILEY, JR., of said Lynnfield, the remaining two-fifths (2/5) undivided interest in said land to be held by them as tenants in common, in accordance with their respective interests, the four parcels of registered land and one parcel of unregistered land and all buildings, structures, improvements and fixtures thereon, situate in Woburn, Middlesex County, Massachusetts, together with any and all rights, rights of way, easements, privileges and appurtenances thereunto belonging or appertaining, each such parcel being bounded and described as follows:

REGISTERED LAND:

That certain parcel of land situate in Woburn in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

- Southeasterly by Salem Street, six hundred forty and 53/100 feet;
- Southwesterly, seventy-three and 70/100 feet, and
- Northwesterly, twenty-one and 50/100 feet by land now or formerly of Julia F. Watts et al;
- Southwesterly by lands of sundry adjoining owners as shown on plan hereinafter mentioned, eleven hundred eighty-three and 39/100 feet;

Address of Premises: 228 Salem Street, Woburn, Massachusetts
Address of grantees: 9 Huntingdon Road, Lynnfield, Massachusetts

Northwesterly by the southeasterly line of
Sunset Avenue, ninety-eight and 30/100 feet;

Northeasterly, one hundred thirty-two
and 56/100 feet, and

Northwesterly, two hundred sixty and
05/100 feet, by the southwesterly
and southeasterly lines of Hinston Road;

Northeasterly by the southwesterly line of
a Way as shown on said plan, four
hundred twelve and 07/100 feet;

Northerly by a line crossing said Way,
thirty and 30/100 feet;

Northwesterly by land now or formerly
of John W. Buckley et al, two hundred
sixty and 69/100 feet;

Northerly by land now or formerly
of the Woburn Packing Co., seventy-five
and 42/100 feet; and

Northeasterly by land now or formerly
of Boston and Maine Railroad
(Montreal Div.), eight hundred
nineteen and 04/100 feet.

Said parcel is shown as lots 1, 2 and 3 on Land Court
Plan No. 22628A.

All of said boundaries are determined by the Court
to be located as shown on said plan as modified and
approved by the Court, filed in the Land Registration
Office, a copy of a portion of which is filed in the
Registry of Deeds for the South Registry District of
Middlesex County in Registration Book 485, Page 165,
with Certificate 73122.

So much of the above described land as is included
within the area marked Sewer Easement-City of Woburn
on said plan is subject to a sewer easement as set forth
in a grant made by John J. Riley Company to the City
of Woburn, dated April 10, 1931, duly recorded in Book
5570, Page 140.

The above described land is subject to the flow of
an ancient water course running through the same as
shown on said plan.

Said lot 3 is subject to, and has the benefit of,
the provisions contained in two indentures, one between
the Boston and Maine Railroad and John J. Riley Company,
dated December 3, 1945, duly recorded in Book 6918,
Page 262, and the other between said Boston and Maine
Railroad and the Woburn Packing Company, dated November
29, 1945, duly recorded in Book 6917, Page 497.

There is appurtenant to said lot 1 the right to use the whole of said Sunset Avenue and Hinston Road, as shown on said plan, in common with all other persons lawfully entitled thereto.

Said lot 2 is subject to a Taking by the City of Woburn of permanent sewer easement and temporary construction easement, Document No. 473793.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Southerly, two hundred twenty-six
and 73/100 feet, and

Southwesterly, one hundred and sixty-seven
feet, by the northerly and northeasterly
lines of Hinston Road;

Northwesterly by land now or formerly of
the City of Woburn, two hundred and
fifty-five feet; and

Northeasterly by the southwesterly
line of a way as shown on plan
hereinafter mentioned, two hundred
ninety-four and 60/100 feet.

All of said boundaries are determined by the Court to be located as shown on Land Court Plan No. 23536A, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 503, Page 497, with Certificate 77483.

The above described land is subject to restrictions as set forth in two deeds given by John Hinston et al, Trustees, one to Frank H. Linscott, dated September 19, 1925, duly recorded in Book 4897, Page 48, and the other to Austin H. Linscott, dated January 25, 1926, duly recorded in Book 4937, Page 288.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Northwesterly by Sunset Avenue, one hundred
and three feet;

Northeasterly by land now or formerly
John J. Riley Company, one hundred feet;

Southeasterly by land now or formerly
of Susan E. Heald, one hundred fourteen
and 51/100 feet; and

Southwesterly by land now or formerly
of James w. McLeod et al, ninety-three feet.

All of said boundaries are determined by the Court to be located as shown on Land Court Plan No. 26901A as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which

is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 590, Page 67, with Certificate 92017.

The above described land is subject to restrictions as set forth in a deed given by John W. Connolly et al, Trustees to August D. Swenbeck, dated April 29, 1937, duly recorded in Book 6115, Page 290.

So much of the above described land as is included within the limits of said Sunset Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

Also another certain parcel of land situate in said Woburn, bounded and described as follows:

Southwesterly by the northeasterly line of Hinston Road, one hundred seventy-five and 82/100 feet;

Northwesterly by land now or formerly of Ralph W. Stokes, two hundred twenty-one and 55/100 feet;

Northeasterly by land now or formerly of Paul H. Anderson et al, one hundred seventy-six and 10/100 feet; and

Southeasterly by land now or formerly of Alice K. Riley, two hundred and fifty-five feet.

Said parcel is shown as lots 1 and 2 on Land Court Plan No. 27496A.

All of said boundaries are determined by the Court to be located as shown on said plan as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 600, Page 28, with Certificate 93978.

For grantor's title see Certificate 157009.

UNREGISTERED LAND:

A certain parcel of land in said Woburn, bounded and described as follows:

Beginning at a point which is South 56°50'27" West twenty-one and seventy-eight hundredths (21.78) feet from Station 548 - 87.93 on the center line of location Boston and Maine Railroad, Boston Division, former Term. Division - N.H. Main Line, thence running along land of said Railroad South 56°50'27" West seventy-three and thirty-seven hundredths (73.37) feet to a point; thence turning and running along land now or formerly of James S. Murray, land of Charlotte Whitney, and land of Eugene C. Fowle on the following seven (7) courses: North 33°09'33" West three hundred eighty (380) feet; South 56°37'27" West eighty and twenty-five hundredths (80.25) feet; North 12°38'30" West two hundred four and seventy-three hundredths (204.73) feet; North 34°40'20" West thirty-three and no hundredths (33.00) feet; North 22°38'30" West five hundred twenty and seventeen hundredths (520.17) feet; North 22°38'30" West ninety and thirty-three hundredths (90.33) feet and North 44°04'40" West one hundred two and no hundredths (102.00) feet to the southerly side line of Salem Street, so-called; thence turning and running along said side line North 61°54'50" East one hundred eight and three hundredths (108.03) feet; thence turning and running along land of the Boston and Maine Railroad on the following five (5) courses. On a curve to the left having a radius of three thousand forty-eight and forty-six hundredths (3048.46) feet and a length of six hundred sixty-seven and thirty-seven hundredths (667.37) feet; South 61°32'15" West thirteen and seventy-six hundredths (13.76) feet; South 33°24'20" East two hundred ninety-four and eighty-nine hundredths (294.69) feet; on a curve to the left having a radius of seven thousand one hundred forty-seven and sixty-three hundredths (7147.63) feet and a length of two hundred thirty-six and fifty-three hundredths (236.53) feet; South 39°32'30" East one hundred twelve and twenty-one hundredths (112.21) feet to the point of beginning, be all of said measurements more or less, said parcel containing about eighty-three thousand, six hundred ten (83,610) square feet and being shown upon plan marked "Land in Woburn, Mass. Boston and Maine Railroad To John J. Riley Company J. F. Kerwin Ass't Chief Eng'r Scale 1 in. = 100 Ft. Oct. 1962", filed in the Middlesex South Registry of Deeds with the deed from Boston and Maine Railroad dated December 11, 1962, recorded with said Deeds in Book 10186, Page 393, to which reference is hereby made for a further description of the premises hereby conveyed.

Being the same premises conveyed to the grantor by deed of John J. Riley Company, dated December 28, 1978, recorded with said Deeds in Book 13615, Page 282.

The above-described registered and unregistered premises are conveyed subject to real estate taxes, not yet due and payable, which the grantees by their acceptance hereof assume and agree to pay.

The above-described registered and unregistered premises are hereby conveyed together with an appurtenant perpetual right and exclusive easement to the grantees, their heirs and assigns in, over, across, and under the Burdened Land (hereinafter defined):

(a) to use, operate, maintain, inspect, repair, remove, relocate and replace from time to time the well presently located on the Burdened Land (hereinafter called the Existing Well);

(b) to search for, install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time an additional well or wells of such depth and design as the grantees may deem desirable at any location on the Burdened Land (hereinafter called the Additional Wells; the Existing Well and the Additional Wells are hereinafter collectively called the Wells);

(c) to use, operate, maintain, inspect, repair, remove and replace from time to time any existing pipelines, electrical service, utilities, and any other equipment or facilities used in connection with the Wells, and to draw water from the Wells through said pipelines in such quantities as the grantees may deem desirable;

(d) to install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time any additional pipelines, electrical wires, poles, guys, and equipment and for the transmission of electricity, other utilities or any other equipment the grantees may deem desirable to use in the operation of the Wells, and to draw water from the Wells through said pipelines in such quantities as the grantees may deem desirable;

(e) to enter upon the Burdened Land at any time and from time to time, and to permit any other person to so enter upon the Burdened Land to perform any and all acts pursuant to grantee's rights under this Deed.

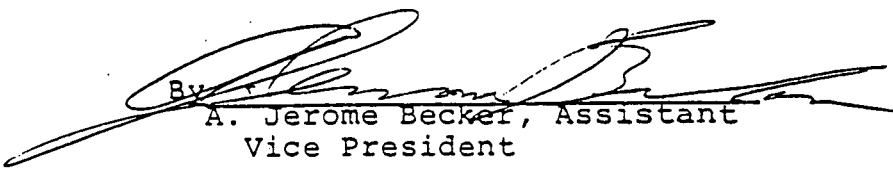
The Burdened Land is other land of the grantor, described as follows:

(a) Lots 1 and 2 shown on Land Court Plan No. 32181A filed with said Registry District in Registration Book 756, Page 36, with Certificate 125186 (for grantor's title see Certificate 157009); and

(b) Lot B shown on Land Court Plan No. 3507A2 filed with said Registry District in Registration Book 65, Page 381 with Certificate 60845, excepting and excluding: (i) Lot B1 shown on Land Court Plan No. 3507B, filed with said Registry District in Registration Book 389, Page 197, and (ii) Lots 1 and 2 shown on Land Court Plan No. 3507C filed with said Registry District in Registration Book 512, Page 318 (for grantor's title see Certificate 157070).

In witness Whereof, said Beatrice Foods Co. has caused its corporate seal be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Jerome Becker, its Assistant Vice President, hereunto duly authorized this 6th day of January, 1983.

BEATRICE FOODS CO.


By 
A. Jerome Becker, Assistant
Vice President

Commonwealth of Massachusetts

Suffolk, ss.

January 6, 1983

Then personally appeared the above-named A. Jerome Becker and acknowledged the foregoing instrument to be the free act and deed of Beatrice Foods Co., before me,


Notary Public

My commission expires: 1/24/86

NOTICE OF LEASE

Pursuant to the provisions of Section 4 of Chapter 183 of the Massachusetts General Laws, notice is hereby given of the following Lease:

(1) PARTIES TO LEASE:

Landlord: John J. Riley, Jr. and Diana W. Riley
Mailing Address: 154 Ocean Blvd., Seabrook,
New Hampshire 03874

Tenant: Dowd Enterprises, Inc.
Mailing Address: 9 Wildwood Street, Woburn, MA 01801

(2) DATE OF EXECUTION: As of March 12, 1987

(3) TERM: Forty (40) years, commencing on March 12, 1987.

(4) PREMISES: Certain land located off Wildwood Street in Woburn, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof.

(5) FIRST REFUSAL: Paragraph 32 of the Lease provides as follows:

32. "First Refusal. The Lessor agrees with the Lessee not to convey the Lessor's interest in the Premises during the Term unless and until the Lessor has by notice to the Lessee offered the same to the Lessee. Said notice shall contain a price for the Lessor's interest in the Premises determined by the Lessor in the Lessor's sole discretion (the "First Refusal Price") and the financing terms, if any, that may be offered by the Lessor. The Lessee may elect to purchase the Lessor's interest in the Premises for the First Refusal Price with the financing terms contained in said notice only by giving notice of such election to the Lessor within thirty (30) days of the giving of the Lessor's notice, specifying a date for performance (the "Closing Date" for purposes of this right of first refusal) not less than 30 days and not more than 120 days after the giving of such notice of the Lessee's election to purchase, together with a deposit equal to ten percent (10%) of the First Refusal Price. In the event that the Lessee fails so to elect to purchase the Lessor's interest in the Premises, or after giving such notice of election, fails to complete the purchase as provided in Paragraph 34 hereof, then the Lessor shall be free thereafter for a period of one (1) year from the Lessor's notice to the Lessee or the Lessee's failure to complete the purchase to sell and convey the Lessor's interest subject to.

this lease at a price not lower than the First Refusal Price with financing terms not more favorable than those offered to the Lessee, if any, but the Lessor shall not sell or convey the Lessor's interest to any person at any lower price or with more favorable financing terms, if any, without again offering the same to the Lessee in the manner aforesaid.

In the event the Lessee elects to purchase the Lessor's interest by notice given as provided above, conveyance of the Premises shall be made in accordance with the provisions of Paragraph 34 hereof.

If the Lessee shall fail to perform on the Closing Date specified in the Lessee's notice of election, then the deposit made with such notice shall be retained by the Lessor as liquidated damages and this shall be the Lessor's sole and exclusive remedy at law or in equity.

If the Lessor (if the Lessor is an individual), the Lessor's President or Treasurer (if the Lessor is a corporation) or the Lessor's general partners (if the Lessor is a general partnership or a limited partnership) shall make and record with the Middlesex South Registry District of the Land Court and the Middlesex South District Registry of Deeds an affidavit stating (1) that the Lessor has given notice to the Lessee as required herein, (2) that the Lessor has not received the Lessee's written notice of election to purchase within thirty (30) days of giving said notice, or that the Lessee has failed to complete the purchase as provided in said Paragraph 34, and (3) that a conveyance of Lessor's interest is made within one (1) year of said notice or the Lessee's failure to complete the purchase and at a price not less than the First Refusal Price and with financing terms, if any, not more favorable than those offered to the Lessee, then such affidavit shall be conclusive evidence of compliance with the requirements of this instrument with respect to such conveyance in favor of the grantee therein and all persons claiming through or under him. The provisions of this paragraph shall not be construed to apply to mortgages of the Premises, or any part thereof, or to sales or other proceedings for the foreclosure thereof or to a deed given in lieu of foreclosure, or to any gift of the Lessor's interest in the Premises."

(6) OPTION TO PURCHASE: Paragraph 33 of the Lease provides as follows:

33. "Option to Purchase. The Lessor grants to the Lessee, and its successors and assigns as Lessee hereunder, the option to purchase the Lessor's interest in the Premises on the Closing Date (as hereinafter defined for purposes of said option), for the Option Price (as hereinafter defined), exercisable by written notice from the Lessee to the Lessor

given at any time during the period commencing with the beginning of the thirty-eighth (38th) Lease Year through and including the last day of the thirty-ninth (39th) Lease Year.

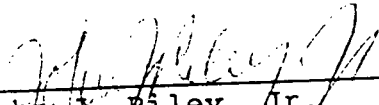
The "Closing Date" for purposes of the within purchase option shall be that date designated by the Lessee in its exercise of the said purchase option which shall be not less than 30 days and not more than 120 days after the establishment of the Option Price by agreement or arbitration as hereinafter provided. The "Option Price" shall be the fair market value of the Land at the time of purchase, taking into account the highest and best use of the Land at that time as if the Land were (1) vacant and (2) not encumbered by this lease, as determined by agreement of the Lessor and the Lessee or, in the absence of such agreement, as determined by arbitration in accordance with Section 4 hereof.

In the event the Lessee or any successors or assigns of the Lessee exercises the within purchase option, conveyance of the Premises shall be made in accordance with the provisions of Section 34 hereof."

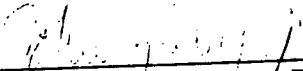
This Notice of Lease is executed pursuant to the provisions contained in the Lease, does not purport to include all of the provisions thereof, and is not intended to vary the terms and conditions thereof.

Executed under seal this 12th day of March, 1987.

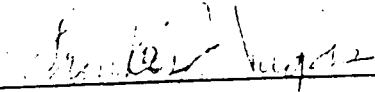
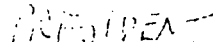
LANDLORD:


John J. Riley, Jr.

DIANA W. RILEY

By 
John J. Riley, Jr., her
attorney in-fact pursuant
to power of attorney dated
January 30, 1987, filed and
recorded herewith

TENANT: DOWD ENTERPRISES, INC.

By 
Its 

COMMONWEALTH OF MASSACHUSETTS

March 12, 1987

Suffolk, ss.

Then personally appeared the above-named John J. Riley, Jr.
and acknowledged the foregoing instrument to be his free act
and deed, before me,



Notary Public

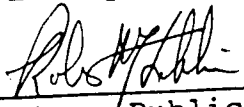
My commission expires:

COMMONWEALTH OF MASSACHUSETTS ROBERT M. SCHLEIN, Notary Public
My Commission Expires Feb. 2, 1990

March 12, 1987

Suffolk, ss.

Then personally appeared the above-named Francis J. Uegas, President
as aforesaid and acknowledged the foregoing instrument to be
the free act and deed of Dowd Enterprises, Inc., before me,



Notary Public

My commission expires:

ROBERT M. SCHLEIN, Notary Public
My Commission Expires Feb. 2, 1990

LEASE

John J. Riley, Jr.
and
Diana W. Riley

Lessor

TO

Dowd Enterprises, Inc.

Lessee

of Premises in Woburn, Massachusetts

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Exhibit A - Metes and Bounds Description of the Premises

Exhibit B - Restrictions, Liens, Encumbrances, Rights,
Title and Interests

Exhibit C - Site Plan

Secretary's Certificate

Guaranty

LEASE

THIS INDENTURE made as of the 12th day of March, 1987, by and between John J. Riley, Jr. and Diana W. Riley, both of Lynnfield, Essex County, Massachusetts, and Dowd Enterprises, Inc., a Massachusetts corporation,

W I T N E S S E T H:

1. Definitions. As used herein, the following terms shall have the meanings set forth below unless the context otherwise requires:

(a) Lessor: Said John J. Riley, Jr. and Diana W. Riley, collectively.

(b) Lessee: Said Dowd Enterprises, Inc.

(c) Land: The parcel of land located in Woburn, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and hereby made a part hereof.

(d) Premises: The Land, together with all buildings, structures, other improvements, fixtures and appurtenances now or hereafter located thereon.

(e) Term: Forty (40) years, commencing on the Lease Commencement Date.

(f) Lease Interest Rate: The lesser of (i) eighteen (18) percent per annum, or (ii) the maximum rate permissible under applicable law.

(g) Lease Commencement Date: March 12, 1987

(h) Permitted Uses: Offices, warehouse and distribution, light manufacturing and assembly, and research and development provided, however, that no heavy manufacturing or chemical manufacturing shall be permitted.

(i) Lease Year: The period beginning on January 1 in each year during the Term and ending on the next following December 31, provided, however, that the first Lease Year shall commence on the Lease Commencement Date and terminate on the next following December 31.

(j) Index: The United States Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, Boston Average, All Items; provided, however, that if the Index should no longer be published, the Index shall be that publication by the United States, or any agency or department thereof, which reflects increases in the level

of prices in the Boston area, and if more than one shall be published, the Lessor may, at its discretion, elect such publication as, in its opinion, shall appropriately reflect variations in retail prices in the Boston area.

(k) **Current Index:** The Index as of the most recent date prior to the beginning of the relevant Lease Year of the Term; provided, however, that if the base year used in the Index shall be changed after the execution of this lease, appropriate adjustments in the Current Index shall be made by the Lessor so that it will be expressed with the same base year as the Original Index.

(l) **Original Index:** The Index as of the most recent date prior to the Lease Commencement Date.

(m) **The Index Fraction:** The fraction in which the numerator is the Current Index and the denominator is the Original Index.

(n) **Lessor's Address:** 154 Ocean Blvd., Seabrook Beach, New Hampshire 03874

(o) **Lessor's Counsel:** Nutter, McClennen & Fish, Federal Reserve Plaza, 600 Atlantic Avenue, Boston, Massachusetts 02210, Attn: Robert A. Fishman, Esquire.

(p) **Lessee's Address:** 90 Commerce Way, Woburn, Massachusetts 01888

(q) **Lessee's Counsel:** Sullivan, Sorgi and Dimmock, 50 Staniford Street, Boston, Massachusetts 02114, Attn: Charles Sullivan and Peter Sorgi, Esquires.

2. **The Premises.** The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor the Premises.

3. **Term.** TO HAVE AND TO HOLD the Premises unto the Lessee during the Term set forth in Section 1.

In the event that Lessee should hold over after the expiration or sooner termination of the Term, the Lessee shall be a lessee at will subject to all of the terms and provisions of this lease in effect immediately prior to such holdover, except that the Lessee shall pay Base Rent in an amount equal to two (2) times the Base Rent in force immediately prior to such expiration or sooner termination.

4. **Rent.** Commencing on the Lease Commencement Date, the Lessee covenants and agrees to pay to the Lessor without demand, abatement, deduction or offset, as rent, in lawful money of the United States, annual rental ("Base Rent") as follows:

(a) For the first three (3) Lease Years, the Lessee shall pay the Lessor Base Rent at the annual rate of \$72,000 (the "Initial Base Rent"), which sum shall be paid in equal monthly installments payable in advance of the first day of each month, except that the first such payment shall be paid on the Lease Commencement Date and shall be prorated if the Lease Commencement Date is other than the first day of the month, and the last such payment shall be prorated if the last month of the Term is less than a full month.

(b) For the following three (3) Lease Years (years 4 through 6 inclusive), the Lessee shall pay the Lessor Base Rent at an annual rate calculated by multiplying the Initial Base Rent by the Index Fraction, provided that in no event shall the Base Rent be less than the Initial Base Rent. Such Base Rent shall be payable as provided in clause (a) above.

(c) For the next following three (3) Lease Years (years 7 through 9 inclusive), the Lessee shall pay the Lessor Base Rent at an annual rate calculated by multiplying the Initial Base Rent by the Index Fraction, provided that in no event shall the Base Rent be less than the Base Rent for the immediately preceding three year period. Such Base Rent shall be payable as provided in clause (a) above.

(d) From and after the tenth Lease Year, the Lessee shall pay to the Lessor as Base Rent the Market Rent calculated as provided below, which rent shall be payable as provided in clause (a) above, provided that in no event shall the Market Rent be less than the Initial Base Rent.

In addition to the Base Rent set forth in clauses (a), (b), (c) and (d) above, the Lessee shall pay to the Lessor as additional rent hereunder the sum of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) per year, payable annually in advance on the first day of each Lease Year.

Six (6) months prior to the commencement of the tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) Lease Years, the Lessor shall initially designate the Market Rent as of the date of commencement of said Lease Years based on the then current rentals being charged for newly executed ground leases for comparable land developed or to be developed within eastern Massachusetts for comparable uses. In the event no comparable properties are available, and if the Lessor and the Lessee cannot otherwise agree, then the arbitrators described below shall determine the fair market value of the land for comparable uses and shall award to the Lessor a fair and reasonable return thereon.

If the Lessee does not, by notice to the Lessor given within thirty (30) days of the Lessor's notice to the Lessee, submit such Market Rent to arbitration as below provided, the Base Rent for the following five Lease Years shall be the Market Rent designated by the Lessor. If the Lessee does submit such Market Rent to arbitration, the procedure shall be as follows:

Market Rent shall be determined by impartial arbitrators, one to be chosen by the Lessor, one to be chosen by the Lessee, and a third to be selected, if necessary, as below provided. The unanimous written decision of the two first chosen without selection and participation of a third arbitrator, or otherwise the written decision of a majority of the three arbitrators chosen and selected as provided herein, shall be conclusive. The Lessor and the Lessee shall each notify the other of its chosen arbitrator within twenty-one (21) days following the call for arbitration. Such two arbitrators shall attempt to reach a unanimous decision within thirty (30) days after their designation. If such two arbitrators cannot reach a unanimous decision, they shall be afforded seven (7) days to choose a third arbitrator. If they shall be unable to select a third arbitrator, then they shall so notify the then President of the Greater Boston Real Estate Board, or if said Board is no longer in existence, the President of the then-existing trade association of owners of commercial real estate in the Greater Boston area, and request him to select an impartial third arbitrator, who shall be from the real estate community, including, without limitation, a real estate counselor, an appraiser or a broker dealing with like types of properties, to determine Market Rent as herein defined. Such impartial third arbitrator shall be so chosen within seven (7) days. Such third arbitrator and the first two chosen shall hear the parties and their evidence and render their decision within thirty (30) days following the conclusion of such hearing and notify Lessor and Lessee thereof, provided that, in all events, such decision shall be rendered at least two (2) months prior to the expiration of the then current Lease Year. Lessor and Lessee shall bear the expense of the third arbitrator (if any) equally.

Commencing on the Lease Commencement Date and continuing for the entire term of this Lease, as part of the consideration of this Lease and as additional rent hereunder, the Lessee also agrees to pay, as additional rental, when due or payable, and except as otherwise expressly provided herein, all other obligations and liabilities which the Lessee assumes and agrees to pay by express assumption or agreement elsewhere in this Lease, together with every fine, penalty, interest and cost which may be added thereto or become due or be imposed by operation of law for the non-payment or late payment thereof, and, in the event of any failure on the part of the Lessee so

to pay or discharge any of the same, the Lessor shall have all rights and remedies as in the case of non-payment of the Base Rent. The Lessee also agrees to pay to the Lessor, on demand, as additional rental, interest at the Lease Interest Rate on all overdue installments of Base Rent and additional rent from ten (10) days after the due date thereof until payment thereof in full, provided that if Base Rent is overdue more than twice in any Lease Year, interest shall accrue immediately at the Lease Interest Rate from and after the due date thereof.

5. Net Lease; Non-terminability (a) This Lease is a net lease, and the Base Rent, additional rental and all other sums payable hereunder to or on behalf of the Lessor shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, or reduction, except as expressly provided herein.

(b) This lease shall not terminate, nor shall the Lessee have any right to terminate this lease, nor shall the obligations and liabilities of the Lessee set forth herein be otherwise affected, except as expressly provided herein.

(c) The Lessee waives all rights (i) to any abatement, suspension, deferment, reduction or deduction of or from the Base Rent or the additional rent or (ii) to quit, terminate or surrender this lease or the Premises or any part thereof, except as expressly provided herein.

(d) It is the intention of the parties hereto that the obligations of the Lessee hereunder shall be separate and independent covenants and agreements, that the Base Rent, the additional rent and all other sums payable by the Lessee to or on behalf of the Lessor shall continue to be payable in all events and that the obligations of the Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this lease.

(e) The Lessee agrees that it will remain obligated under this lease in accordance with all of its terms and provisions, and that it will not take any action to terminate, rescind or avoid this lease or any portion thereof, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the Lessor or any assignee of the Lessor in any such proceeding and (ii) any action with respect to this lease which may be taken by any trustee or receiver of the Lessor or of any assignee of the Lessor in any such proceeding or by any court in any such proceeding.

6. Use of the Premises. The Premises may be used only for the Permitted Uses described in Section 1 and for no other

purpose whatsoever. The Lessee hereby acknowledges that its agreement set forth in the immediately preceding sentence is a major inducement to the Lessor to enter into this Lease.

7. Taxes and Other Charges. The Lessee agrees, except as otherwise expressly provided herein to the contrary, to pay, as the same become due and payable, all costs, expenses and obligations of every kind and nature for the construction, operation, maintenance, repair, rebuilding, use, occupancy and enjoyment of the Premises. The Lessee also agrees to pay, as hereinafter provided, all real estate taxes, personal property taxes, business and occupation taxes, occupational license taxes, water charges, sewer charges, assessments, including, without limitation, betterment assessments or taxes in the nature thereof, and other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed:

(a) upon or with respect to the Premises; or

(b) upon or with respect to the construction, operation, maintenance, alteration, repair, rebuilding, use, occupancy or enjoyment of the Premises or any portion thereof; under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any public authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen. Such taxes, charges, assessments and impositions shall include any costs and expenses incurred, in accordance with the penultimate paragraph of this Section 7, in contesting the amount or validity of any thereof.

The Lessee agrees to pay, as the same shall become due and payable, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment or late payment thereof, all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises. The Lessee agrees that the Lessor, is not, nor shall it be, required to furnish to the Lessee any such utilities or services of any kind or nature whatsoever.

The Lessee agrees to pay to the appropriate public authority or authorities (and to furnish to the Lessor proof of each such payment) the full amount of all such taxes, charges, assessments and impositions describe in this Section 7 at least ten (10) days prior to the last day on which payment may be made before any fine, penalty, interest or cost may be added thereto or become due or be imposed by operation of law for the non-payment or late payment thereof. If the Lessee shall fail

to make seasonably any such payment, the Lessor may without notice or demand pay or discharge all such taxes, charges, assessments and impositions described in this Section 7, together with any such fine, penalty, interest or cost which has been added thereto or been imposed thereon, and the amount so paid, together with interest thereon at the Lease Interest Rate, from the date of expenditure to the date of payment thereof in full, shall be deemed to be additional rental payable by the Lessee, all as provided in Section 4. Any such payment or discharge by the Lessor pursuant to this paragraph shall be without prejudice to any of the Lessor's other rights and remedies, hereunder or otherwise.

Notwithstanding anything contained in this lease to the contrary, if required by the holder of any mortgage of the Lessor's interest in all or any portion of the Premises, the Lessee agrees to pay such holder of any mortgage on all or any portion of the Premises monthly, together with the Base Rent, one twelfth (1/12) of the amount from time to time estimated by the Lessor to reflect all such taxes, charges, assessments and impositions described in this Section 7 which are so levied, assessed or imposed or billed to the Lessor by the appropriate public authority or authorities, if any. Promptly after the exact amount of all such taxes, charges, assessments and impositions are determined for each tax year, the Lessor will advise the Lessee in writing of the amount thereof for such year and the Lessor and the Lessee will account to each other (as often as such taxes, charges, assessments or impositions are payable to the proper authorities) so that the Lessee shall have paid to the Lessor's mortgagee prior to the expiration of ten (10) days after the Lessor has so advised the Lessee of such amount, the full amount of all such taxes, charges, assessments and impositions for such tax year or portion thereof; any excess paid by the Lessee shall be credited against future payments required by this Section, except that upon expiration of the Term any such excess shall be promptly refunded by Lessor to the Lessee, and any deficiency shall be promptly paid by the Lessee to the Lessor.

Notwithstanding anything in this lease to the contrary contained, the Lessee shall not be required to pay or otherwise be responsible for (i) any local, state or federal capital levy, franchise tax, revenue tax, income tax or profits tax of the Lessor, or (ii) any estate, inheritance, devolution, succession or transfer tax which may be imposed upon or with respect to any transfer of the Lessor's interest in the Premises, or (iii) any tax arising from the sale of the Premises; provided, however, that if at any time hereafter the methods of taxation prevailing at the date hereof shall be altered from the present method of ad valorem taxation so as to cause the whole or any part of the taxes, charges, assessments or impositions now or hereafter levied, assessed or imposed on

real estate and the buildings, structures and other improvements thereon to be levied, assessed and imposed, wholly or partially as a gross receipts, gross income, capital levy, or other tax, on the rentals received therefrom, or if any tax, corporation franchise tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part, upon the Premises and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be deemed to be an imposition levied, assessed or imposed upon or with respect to the Premises, to the extent that the same would be payable if the Premises were the only property of the Lessor subject thereto, and the Lessee shall pay to the Lessor the same as and in the manner provided herein. If there are taxes levied or assessed at any time on any item of rental payable hereunder, the Lessee further agrees to pay to the Lessor, as additional rental, the amount thereof.

If the Lessee shall not be then in default in the performance, fulfillment or observance of its obligations and liabilities set forth in this lease at the expiration of the Term, all payments for which the Lessee is responsible as provided in this Section 7, shall be prorated to the date of such expiration. The amount of any such payments which become due and payable after the expiration or sooner termination of the Term shall, on or prior to the date of such expiration or sooner termination, be deposited with the Lessor. If the Lessee shall not be then so in default, the amount of any net refund, abatement, deduction, reduction or credit received by the Lessor attributable to any such payment earlier made by the Lessee shall be credited against future payments required by this Section, except that upon expiration of the Term any such excess shall be promptly refunded by the Lessor to the Lessee.

The Lessee shall not be required to pay any tax, charge, assessment or imposition described in this Section 7 so long as the Lessee shall contest in good faith at its own expense the amount or the validity thereof by appropriate proceedings which shall operate to prevent the collection thereof or realization thereupon or the sale, foreclosure or forfeiture of the Premises or any part thereof to satisfy the same, and pending any such proceedings the Lessor shall not have the right to pay the same so long as the Lessee is in full compliance with the terms and provisions and liabilities set forth in this lease. The Lessee further agrees that such contest shall be prosecuted to a final conclusion diligently and in good faith, that it will pay, and exonerate and indemnify the Lessor against any and all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or in any way arising out of such contest, and that it will, promptly after the final determination of such contest, fully pay all amounts determined

to be payable therein, together with all penalties, fines, interest, costs and expenses resulting from such contest. In no event shall any such contest subject the Lessor to the risk of any criminal liability.

The Lessee agrees to pay, on or before the respective due dates, all such taxes, charges, assessments, or impositions levied, assessed or imposed at any time on the Lessee's fixtures, equipment, supplies, merchandise or other property in, on or about the Premises.

8. Repairs. The Lessee accepts the Premises "as is" and agrees that the Lessor has made no representations, warranties or agreements of any kind or nature with respect to the use, occupancy, enjoyment or condition thereof except as provided in Section 16 hereof. The Lessee will at its expense keep and maintain the Premises in good, clean, tenantable and first-class repair, order and condition, reasonable wear and tear only excepted, all whether any or all of the required maintenance and repair shall be interior, exterior, structural, non-structural, ordinary, extraordinary, foreseen or unforeseen. The Lessee will at its expense forthwith comply with (a) all laws, rules, regulations and requirements of all public authorities applicable to the Premises, (b) all rules, orders and regulations of the fire insurance rating association having jurisdiction, and (c) all requirements of all insurance companies issuing any of the insurance carried or required to be carried by the Lessee hereunder, all whether any or all of the same (x) relate to the use, occupancy, enjoyment or condition of the Premises, including without limitation those which require the making of any alterations, improvements, restorations, repairs, replacements or renovation or (y) are interior, exterior, structural, non-structural, ordinary, extraordinary, foreseen or unforeseen. The Lessee shall have the right to make any and all alterations, improvements, restorations, repairs, replacements, renovation or additions to the Premises which do not adversely affect the utility of or decrease the value of the Premises, and will make all of the same, including, without limitation, any restoration or rebuilding required by Section 14 or that shall be required to be made by the Lessee by any term or provision of this lease in accordance with detailed plans and specifications theretofore prepared by an architect or registered professional engineer reasonably satisfactory to the Lessor. All such alterations, improvements, restoration, repairs, replacements, renovation and additions will be made by the Lessee in a good and workmanlike manner, free from defects in design, construction, workmanship or materials. The Lessee will secure all necessary permits, licenses, and other permissions for all such alterations, improvements, restoration, repairs, replacements, renovation or additions; prior to commencement of the construction of any such alterations, improvements,

restoration, repairs, replacements, renovation or additions, obtain and deliver to the Lessor certificates of, and throughout such construction maintain in full force and effect, payment and performance bonds from all contractors and subcontractors; and upon completion of any such construction, promptly deliver to the Lessor any required certificate of occupancy, or the equivalent thereof under local law. The Lessee may make non-structural changes to any building now or hereafter on the Premises without the Lessor's consent. The Lessee shall make no structural alterations to any such building without the Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the Lessee may, without the Lessor's prior consent, at any time during the Term, add to the building to be constructed pursuant to Paragraph 10 hereof the extension of such building containing approximately 15,000 square feet of space shown on the site plan attached hereto as Exhibit C.

9. Yield Up. Upon the expiration or sooner termination of the Term, the Lessee shall peaceably and quietly leave, yield up and surrender the Premises to the Lessor in good, clean, tenantable and first-class condition, reasonable wear and tear only excepted, together with all alterations, improvements, restoration, repairs, replacements, renovation and additions thereto as permitted hereby, and orderly and free of occupants in any event. All trade fixtures and all equipment, supplies and other property of the Lessee installed, assembled or replaced by the Lessee upon the Premises at any time, which may be removed from the Premises without any material damage caused by such removal shall not become part of the realty and shall remain the property of the Lessee, and the Lessee may at its expense remove any or all of the same during, and shall in any event remove all of same at the expiration or sooner termination of, the Term so long as the Lessee repairs any and all damage caused by such removal. Upon such expiration or termination the Lessor may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Premises any or all fixtures, equipment, supplies and other property of the Lessee not removed by the Lessee as provided in the immediately preceding sentence, and either store same for the account of the Lessee at the Lessee's expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Lessee for the proceeds thereof.

Lessor shall not be required to make any alterations, improvements, restoration, repairs, replacements, renovation or additions of any nature or description to the Premises, or to maintain or restore the Premises in any way at all, and the Lessee waives any right, whether provided by any law, rule,

regulation or requirement of public authority, now or hereafter in effect, to do any of the foregoing at the expense of the Lessor.

10. The Lessee's Construction. Within twelve (12) months from the Lease Commencement Date, the Lessee shall, at the Lessee's sole cost and expense, have constructed upon the Land and suitably equipped with appropriate trade fixtures and personal property, a new warehouse and distribution facility, including office space, containing at least 110,000 square feet of gross floor area, conforming in all material respects to plans and specifications (the "Plans and Specifications") previously approved by the Lessor. In the event of delay due to an act of war, an act of God, strikes, or other events beyond the Lessee's reasonable control, said twelve (12) month period for construction shall be extended for an additional period equal to the period of such delay, provided, however, that such additional period shall not exceed twelve (12) months. The Plans and Specifications shall provide for a building of at least the quality of The Dowd Company's present building on Commerce Way in Woburn, Massachusetts. No loading dock shall face toward Salem Street and appropriate landscaping shall separate and screen the Premises from remaining land of Wedel Corporation with frontage on Salem Street and Wildwood Street. Signs shall be permitted so long as such signs are in compliance with all applicable state and municipal statutes, ordinances and regulations. The Plans and Specifications shall show elevations and exterior building materials. The Lessee agrees that the Plans and Specifications for such work, equipment and preparation and the plans and specifications for all alterations, improvements, restorations, repairs, replacements or renovations which the Lessee may make during the term of this lease will be done by the Lessee in a good and workmanlike manner, free from defects in design, construction, workmanship or materials, in accordance with all laws, rules, regulations and requirements of public authorities and the fire insurance rating association having jurisdiction, and that same will not decrease the value of the Premises. All such work, equipment, preparation, alterations, improvements, restorations, repairs, replacements and renovations other than any trade fixtures, signs, merchandise and supplies of the Lessee which are not affixed to the Premises shall become the property of the Lessor at the expiration or sooner termination of the Term and shall be expressly subject to the provisions of Section 9.

11. The Lessee's Covenants. The Lessee hereby covenants with the Lessor that the Lessee until the expiration of the Term and for such further time as the Lessee, or any other person or persons claiming through or under the Lessee shall hold the Premises or any part thereof:

(a) to pay to the Lessor all Base Rent and additional rent at the times and in the manner herein set forth;

(b) not to overload or deface the Premises, not to use the Premises in any way which shall create a fire hazard or be unlawful, or which constitutes a nuisance or which is contrary to any law, rule, regulation, or requirement of any public authority or the fire insurance rating association having jurisdiction, or which is injurious to any person or property, or commit waste, whether voluntary or involuntary, or permit anyone else to do any of the foregoing;

(c) to maintain in full force and effect all permits, licenses and other permissions necessary or appropriate for the Permitted Uses of the Premises, or which are otherwise required for the operation of any business on the Premises;

(d) not to do or permit to be done anything in or about the Premises which (i) shall make void or voidable any insurance carried by the Lessor or the Lessee which is required by any term or provision of this lease or which relates to the Premises in any manner or way or (ii) shall increase or create extra premiums therefore, and the Lessee will pay the Lessor on demand, as additional rent, the amount of any such increase or extra premiums on insurance carried by the Lessor;

(e) to make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority;

(f) not to dump, flush, or in any way introduce any industrial wastes, hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous waste in or on the Premises or dispose of hazardous waste from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 et seq. and the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, as amended;

(g) to notify the Lessor of any incident which would require the filing of a notice under Section 7 of the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health, environmental and other codes, regulations, ordinances or laws applicable

to the Premises, except that the Lessee may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be contested by the Lessee in good faith and by appropriate legal proceedings, if Lessee first gives the Lessor appropriate assurance against any loss, cost or expense on account thereof.

12. Sole Risk and Hazard. All buildings, structures, fixtures, equipment, signs, merchandise, supplies and other property on or about the Premises shall be at the Lessee's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation, the acts or omissions of anyone other than the Lessor, no part of said loss or damage is to be charged to or borne by the Lessor in any case whatsoever, except only to the extent caused by the Lessor's negligence or willful default, and, except to such extent, the Lessee agrees to exonerate and indemnify the Lessor from and against any and all all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of any of the foregoing.

13. Insurance. The Lessee will at the Lessee's sole cost and expense, forthwith after the date hereof, obtain and deliver to the Lessor and to any holder of a mortgage on all or any portion of the Premises, certificates of (and original duplicate policies of), and at all times thereafter maintain in full force and effect, (i) liability insurance (with completed operations and contractual liability endorsements) with limits of \$1,000,000 per person, \$3,000,000 per occurrence, with a maximum deductible of \$25,000, protecting the Lessor, the Lessee, and any holder of a mortgage on all or any portion of the Premises against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or damage to the business or property of the Lessor or the Lessee or anyone else resulting from or occurring in the course of, or on or about, or otherwise relating to the use or condition of, the Premises, (ii) fire and lightning, extended coverage, special extended coverage, vandalism and malicious mischief and sprinkler leakage insurance with replacement cost and demolition and increased cost of construction endorsements, on the Premises and all of the leasehold improvements, fixtures, equipment, and supplies located or required to be located therein, for not less than the full cost of repairing, replacing or rebuilding same without deduction or adjustment for depreciation, (iii) workmen's compensation insurance covering all persons employed in connection with anything done on or about the Premises with respect to which claims for death or personal injury could be asserted against the Lessor, the Lessee, or anyone else, or the Premises, and (iv) such other

insurance in such amounts and against such other insurable hazards and with such other endorsements as is required by the holder of any mortgage on all or any portion of the Premises or as is carried by the Lessee or its affiliates on all or substantially all of their other properties. The insurance described in the immediately preceding sentence shall be for the protection and benefit of the Lessor, the Lessee, the holders of any mortgages or deeds of trust on all or any part of the Premises and any such other persons, firms or corporations so designated by the Lessor, as their interests may appear, but shall be payable to and adjustable with the Lessor. In no event shall any proceeds of any such insurance be paid to the Lessee so long as this lease shall have been terminated pursuant to Section 15. All insurance, including without limitation, any surety bonds, which the Lessee is required to provide or maintain under any term or provision of this lease shall be in form and substance, and with limits, amounts and coverage, and such endorsements in addition to those expressly described herein, as shall be reasonably satisfactory to the Lessor from time to time, and with the same company or companies as insure the Lessee's and its affiliates' other properties. If this lease is assigned to an entity not affiliated with the Lessee, then, in addition to the requirements of the preceding sentence, all such insurance shall be carried with insurers with current Alfred M. Best Company, Inc. ratings of A or better and financial size ratings of Class XII or higher, and satisfactory to the Lessor from time to time; and the Lessee will on demand, as often as reasonably requested by the Lessor, furnish to the Lessor a complete list, statement and description of all such insurance, together with certificates (and original duplicate policies of insurance) from each insurance company issuing any thereof, certifying that such insurance is in full force and effect, all premiums have been paid, and same will not be cancelled except upon thirty (30) days' prior written notice to the Lessor by registered mail, return receipt requested.

14. Fire, Casualty, Taking. Subject to the next following paragraph, if all or any substantial part of the Premises is destroyed or damaged by fire or casualty, then and in each such event the Lessee will promptly give written notice thereof to the Lessor, and then by additional notice to the Lessor given within thirty (30) days of such fire or casualty the Lessee shall elect one of the following three options:

(a) to terminate this Lease as of any date within sixty (60) days after said additional notice is given, provided however, that the Lessee first shall demolish and remove all improvements from the Premises and restore the Premises to grade, and further provided that the obligations of the Lessee under this paragraph and the provisions of the next full paragraph concerning insurance proceeds shall survive such termination; or

(b) to restore the Premises to a state as similar as possible to the Premises just prior to such event, or to replace the building then located on the Premises with a new building of comparable value to that destroyed, provided that (1) such new building shall be used for a Permitted Use, (2) the Lessor shall approve in advance the plans and specifications for such building and (3) such plans and specifications and such building shall conform to all of the provisions of Section 10 hereof; or

(c) if such fire or casualty shall occur during or after the twenty-fifth Lease Year, to purchase the Premises in the manner provided in Sections 33 and 34 hereof, provided that the Closing Date (as that term is used in said Sections 33 and 34) shall be specified by the Lessee in said additional notice to the Lessor.

In the event the Lessee fails timely to elect one of the aforesaid options, the Lessee promptly shall restore the Premises to a state as similar as possible to the Premises just prior to such event.

The Lessee will use for such demolition, removal or restoration, to the extent necessary, and the Lessor will make available to the Lessee, subject to the rights of the holders of any mortgage on all or any part of the Premises and the provisions of the next following sentence, all proceeds of the insurance described in Clauses (ii) and (iv) of the first sentence of Section 13 and all of the Lessee's damages and awards. In the event of any such destruction or damage, all proceeds of such insurance shall be deposited with and held in escrow (at interest, which will become a part of the escrow fund) by the Qualifying Leasehold Mortgagee (as defined in Section 24 hereof) having the most senior lien on the Lessee's interest hereunder, or if there is no Qualifying Leasehold Mortgagee, or if such Qualifying Leasehold Mortgagee shall decline to so hold such insurance proceeds, then a national bank satisfactory to the Lessor having its principal office in Massachusetts (hereinafter referred to as the "Escrow Agent"). The Escrow Agent shall make payments from time to time to the Lessee out of such funds as the work of restoration progresses, upon written request of the Lessee, which request shall be accompanied by a certificate of the architect in charge of such restoration or construction or the contractor for such demolition or removal certifying to the Escrow Agent that: (i) the sum requested is justly due to the contractor or other person rendering services or materials for such work, or is justly required to reimburse the Lessee for actual expenditures in connection with such demolition, removal, restoration or construction, and when added to all sums previously paid therefor will not exceed the actual out-of-pocket cost of such work done to the date of such certificate; and (ii) the balance

of the funds still retained by the Escrow Agent is and will be sufficient to pay for the completion of such work. In the event that such proceeds, damages or awards shall be insufficient to pay the entire cost of such demolition, removal, restoration or construction, or in the event that such destruction or damage was not insured or insurable, in whole or in part, the Lessee will, nevertheless, proceed therewith and will itself pay the deficiency in the cost of such demolition, removal, restoration or construction, as the case may be; and any surplus not required for such demolition, removal, restoration or construction following any such fire or casualty shall belong to the Lessee.

If all of the Premises are taken by eminent domain, this lease will terminate as of the effective date of the taking of possession of the Premises. If any substantial portion of the Premises, which is sufficient to render the remaining portion thereof unsuitable for the operation of a warehouse and distribution facility, shall be taken by eminent domain, the Lessee may, at the Lessee's option, exercised by written notice to the Lessor at any time within thirty (30) days after the taking either: (a) terminate this lease as of any date within sixty (60) days after such notice, or (b) request the Lessor to designate a reduced rent, taking into account the diminution in the value of Premises as a result of the taking. In the event the Lessee elects to proceed pursuant to clause (b) of the immediately preceding sentence, the Lessor shall designate such reduced rent within sixty (60) days of the Lessee's notice, which shall thereupon become the effective Base Rent (subject to the later determination of Market Rent for the remaining Premises in the manner and at the times specified in Section 4) unless the Lessee shall elect by notice to the Lessor given within fifteen (15) days to submit to arbitration whether such reduction was a reasonable reduction in light of the extent of the taking. In the event the Lessee shall elect to so submit the amount of the rent reduction to arbitration the Lessor and the Lessee shall follow the procedure set forth in Section 4 hereof. The Lessee shall not be permitted to terminate this lease as a result of such taking if the Lessee elects to proceed pursuant to said clause (b), and the Lessee shall continue to pay the previously effective rental until the reduction in rental, if any, is finally established pursuant to the provisions hereof, provided that upon the final establishment of a reduced rental the Lessor and the Lessee shall readjust rental payments to give effect to the reduced rental as of the effective date of the taking.

In the event of any termination of this lease as a result of any such taking described in the immediately preceding paragraph, the Lessor and not the Lessee shall be entitled to the entire amount of the damages and awards, except as hereinafter provided. For the purposes of this lease, all

amounts payable pursuant to any agreement with any taking authority which has been made in settlement of or under threat of any such taking or action shall be deemed to constitute an award made in such proceedings.

Except as expressly provided in this Section 14, no destruction, damage, taking or action described in this Section 14 shall permit the Lessee to terminate this lease or relieve the Lessee from its obligation to pay the Base Rent or additional rent or from any of the Lessee's other obligations and liabilities set forth in this lease, and, except as expressly provided herein, the Lessee waives any rights it may have from time to time under law to quit or surrender possession, diminution, abatement or reduction of the Base Rent or additional rent as a result of any such destruction, damage, taking or action.

In the event of any such taking or action, the Lessee may make a claim for the value of the Lessee's trade fixtures, equipment and relocation expenses in any proceeding described in this Section 14 only if same will not diminish the Lessor's damages and awards based on the higher of the fair market value or replacement value of any portion of the Premises subject thereto, and to such extent the Lessee may make a separate claim therefor against the appropriate governmental authority if such claim is permitted by law. In no event, however, shall any claim by the Lessee, whether separate or otherwise, be based upon the Lessee's leasehold interest, and the Lessee covenants and agrees to execute such assignments or other documents and to take any steps which may be necessary to vest such damages and awards in the Lessor, the Lessee hereby irrevocably appointing the Lessor as its agent and attorney-in-fact to execute and deliver any such assignments and documents which the Lessor deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest.

15. Default by the Lessee. PROVIDED, ALSO, and this lease is upon the condition, that (a) in the event of any failure by the Lessee to pay any item of rental (whether the Base Rent or any item of additional rent) continuing for ten (10) days after notice specifying such failure, without its being waived or cured, or (b) in the event of any failure by the Lessee to perform, fulfill or observe any other representation, warranty or agreement by the Lessee set forth herein, continuing for thirty (30) days after notice from the Lessor specifying such failure without its being waived or its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, or (c) in the event that the estate created hereby shall be taken on execution, or by other process of law, or (d) in the event that the Lessee or any guarantor of the Lessee shall commit any act which would permit the entry of an order

for relief under the Bankruptcy Reform Act of 1978 (or any successor thereto) or be declared bankrupt or insolvent according to law, or (e) in the event that any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief shall be filed by or against the Lessee or any guarantor of the Lessee, or (f) in the event that any assignment, trust, mortgage or other transfer shall be made for the benefit of creditors, or (g) in the event that any sale, lease or other transfer shall be made of all or a substantial part of the property of the Lessee or any such guarantor other than in an arm's length transaction or in the event that there shall be a total or partial liquidation of any guarantor, or (h) in the event that the Lessee or any such guarantor shall make or offer a composition of the Lessee's or such guarantor's debts, as the case may be, with its creditors, or (i) in the event that a receiver, trustee or similar officer or creditors' committee shall be appointed to take charge of any property of or to operate or wind up the affairs of the Lessee or such guarantor, or (j) in the event that the Lessee shall vacate or abandon the Premises, then in any of said cases (notwithstanding any license of any former breach of covenant or condition or waiver of the benefit hereof, or consent in a former instance) the Lessor or the Lessor's agents may lawfully immediately, or at any time thereafter, and without further demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming by, through or under the Lessee and remove the Lessee's or their effects (in any of said cases forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and upon entry as aforesaid this lease shall terminate, or the Lessor may terminate this lease by notice to the Lessee, the Lessee in any event waiving all statutory rights of redemption, and the Lessee covenants with the Lessor that in case of such termination, or in case of termination under statute for default of the Lessee, the Lessee will at the election of the Lessor (which election may be made or changed at any time or from time to time before the settlement), either (a) pay, as liquidated damages for so much of the unexpired Term as is covered thereby, and at the same times and in the same installments as are specified in this lease, sums equal to the rental and other payments herein named or, if the Premises shall have been relet, sums equal to the excess of the rental and other payments last mentioned over the net sums actually received by the Lessor for the period to which the rent and other payments last mentioned relate, or (b) pay, as liquidated damages for the then unexpired Term, a sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the excess

of the rent and other payments herein named over the then rental value of the Premises for the residue of the Term, or (c) indemnify the Lessor against loss of the rental and other payments herein named at the time of such termination or from the time to which installments of liquidated damages shall have been paid, during the residue of the Term - each of the foregoing three alternatives being separable. The rental and other payments named herein shall be deemed to be the Base Rent plus all items of additional rent herein named. In addition to the foregoing and regardless of which of the foregoing alternatives shall have been elected, the Lessee agrees to pay to the Lessor on demand all expenses incurred by the Lessor in order to (a) obtain possession of the Premises, (b) make such alterations, improvements, repairs, replacements, renovation and restoration as the Lessor deems necessary or advisable to put the Premises in good and rentable repair, order and condition, and (c) relet the Premises, including, without limitation, the fees of attorneys, brokers, engineers and architects. Notwithstanding anything elsewhere in this lease contained, however, in the event that during any one (1) Lease Year the Lessor shall have sent two (2) or more notices of the kind referred to in Clauses (a) or (b) in the first sentence of this paragraph, even though the Lessee shall have cured the failure or failures specified in such notices, or the Lessor shall have waived the cure thereof, or, with respect to a notice of the kind referred to in Clause (b) in the first sentence of this paragraph commenced such cure and diligently prosecuted same at all times thereafter, and in the event that subsequently the Lessee shall fail to pay any item of rent or perform, fulfill or observe any other representation, warranty or agreement of the Lessee set forth herein (all as set forth in Clauses (a) and (b) in the first sentence of this paragraph), then and in any such event the provisions for notice and grace periods set forth in such Clauses (a) and (b) shall not be applicable to such subsequent failure or failures and, therefore, the Lessor shall have the right, without demand or notice, to exercise all of its rights and remedies set forth in this paragraph or otherwise.

In the event that any failure by the Lessee to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by the Lessee continues for thirty (30) days, or, in situations involving potential danger to the health or safety of persons in, on or about the Premises or a further material deterioration of, or damage to, the Premises, after notice specifying such failure without its being waived, its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, the Lessor may at its election perform, fulfill or observe such agreement for and on behalf of the Lessee, and any amount which the Lessor shall expend for such purpose, or which shall otherwise be due by the Lessee to the Lessor hereunder, shall be deemed to be

additional rent and shall be paid to the Lessor on demand, together with interest thereon at the Lease Interest Rate, from the date of expenditure or the date the same shall have become due to the date of payment thereof in full.

Whenever in this lease provision is made that either party shall have the right to terminate this lease, then, unless in said provision it is expressly provided otherwise, neither party shall thereafter have any claim against the other under this lease or on account of the termination thereof.

In the event either party shall be in default in the performance, fulfillment or observance of any of its representations, warranties or agreements set forth in this lease, and an action shall be brought against such party for the enforcement thereof in which it shall be determined that such party was in default, such party shall pay to the other party all expenses incurred in connection therewith, including, without limitation, attorneys' fees. In the event the Lessor shall, without fault on its part, be made a party to any litigation or other proceedings commenced against the Lessee relating in any way to the Premises, if the Lessee, at its expense, shall fail to provide the Lessor with counsel approved by the Lessor, which approval shall not be unreasonably withheld or delayed, the Lessee shall pay all costs and attorneys' fees incurred or paid by the Lessor in connection with such litigation or other proceedings.

16. Indemnity. The Lessee will exonerate and indemnify the Lessor against all claims, suits, obligations, liabilities and damages, including attorneys' fees, arising out of any failure by the Lessee to perform, fulfill or observe any obligation or liability of the Lessee set forth in this lease, or any breach by the Lessee of any representation or warranty made in connection with this lease, or any negligent act or omission by the Lessee, or any condition of any kind, class or description, however and whenever caused or occurring, in any portion of the Premises; provided, however, that the Lessor will exonerate and indemnify the Lessee against all claims, suits, obligations, liabilities, and damages, including reasonable attorneys' fees, arising out of the presence of any "hazardous materials," as defined in M.G.L. Ch.21E on or in the Premises on the date hereof, but not for any hazardous materials released or deposited on or in the Premises after the date hereof.

17. Brokerage. The Lessor and the Lessee covenant and agree that each dealt only with the other in connection with this lease and the use and occupation of the Premises by the Lessee. The Lessee shall be solely responsible for any broker or finder fee, commission or other compensation payable in connection with this Lease, the use or occupation of the

Premises by the Lessee, or the Base Rent and any additional charges hereunder. The Lessee agrees to exonerate and indemnify the Lessor against all claims, suits, obligations, liabilities and damages, including attorneys' fees, arising out of any such broker or finder fee, commission or other compensation or any claim therefore.

18. Subsidiaries or Affiliates of Lessor. The Lessee will not claim or attempt to enforce any right or remedy against any one or more of the employees, agents, officers, directors, parents, subsidiaries or affiliates of the Lessor, arising out of or in any way based upon this lease or any act of or omission by the Lessor with respect to this lease or all or any portion of the Premises, except to the extent expressly permitted by any written instrument signed by any one or more of the foregoing.

19. Notice of Default to the Lessor. In no event will the Lessor be deemed to be in default because of any failure by the Lessor to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Lessor set forth herein for thirty (30) days after notice to the Lessor specifying such failure or breach, without its being waived, or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter.

20. Title and Condition. The Premises are demised and let subject to (a) the existing state of the title thereof as of the commencement of the Term, (b) any state of facts which an accurate survey or physical inspection of the Premises might show, (c) all zoning and environmental regulations, restrictions, rules and ordinances, building restrictions and other laws, rules regulations or requirements now in effect or hereafter adopted by any public authority having jurisdiction, and (d) with respect to buildings, structures and other improvements located on the Premises, their condition as of the commencement of the Term, without any representation or warranty by the Lessor whatsoever, except as provided in the first sentence of Section 8. The Lessee represents to the Lessor that the Lessee has obtained a leasehold title insurance policy naming the Lessee as insured and has found the same to be satisfactory for all purposes hereof.

21. No Liens. The Lessee will forthwith cause any mechanics', materialmen's or other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the Premises as a result of work done by or for the Lessee to be discharged or released of record or fully bonded by a surety satisfactory to the Lessor.

22. Entry and Inspection by the Lessor. The Lessor and its agents shall have the right to enter into and upon the

Premises or any part hereof at all times to examine the same and make repairs or alterations which the Lessor is permitted hereunder to make thereto, all at such times and in such manner as shall not interfere unreasonably with the Lessee's business. The Lessee shall permit inspection of the Premises at all times by prospective lessees and shall permit the usual "To Let" or "For Sale" signs to be placed on the Premises.

23. Mortgages by the Lessor.

(a) The word "mortgage" as used in this Section 23 includes mortgages, deeds of trust or other similar instruments by the Lessor evidencing other voluntary liens or encumbrances of the Lessor's reversionary interest in the Premises, and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. The word "holder" shall mean a mortgagee, and any subsequent holder or holders of a mortgage. Until the holder of a mortgage shall enter and take possession of the Premises for the purpose of foreclosure, such holder shall have only such rights of the Lessor as are necessary to preserve the integrity of this Lease as security. Upon entry and taking possession of the Premises for the purpose of foreclosure, such holder shall have all the rights of the Lessor. Notwithstanding any other provision of this Lease to the contrary, no such holder of a mortgage shall be liable either as mortgagee or as assignee, to perform, or be liable in damages for failure to perform, any of the obligations of the Lessor unless and until such holder shall enter and take possession of the Premises for the purpose of foreclosure. Upon entry for the purpose of foreclosure, such holder shall be liable to perform all of the obligations of the Lessor, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance to the owner of the equity of the Premises. No Base Rent, additional rent, or any other charge shall be paid more than ten (10) days prior to the due dates thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee and Lessee shall be liable for the amount of such payments to such mortgagee.

The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a holder of a mortgage (including, without limitation, the covenants and agreements contained in this Section 23) constitute a continuing offer to any person, corporation or other entity, which by accepting a mortgage subject to this Lease, assumes the obligations herein set forth with respect to such holder; such holder is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name were written hereon as such; and such holder shall be entitled to

enforce such provisions in its own name. The Lessee agrees on request of the Lessor to execute and deliver from time to time any agreement which may be necessary to confirm and to implement the provisions of this Section 23.

(b) Unless the Lessor exercises the option set forth below in this Section 23(b), this Lease shall be superior to and shall not be subordinate to any mortgage or other voluntary lien or other encumbrance on the Premises. The Lessor shall have the option to subordinate this Lease to any first mortgage of the Premises provided that the holder of record thereof enters into an agreement with the Lessee by the terms of which such holder will agree (a) to recognize the rights of the Lessee under this Lease, (b) to perform the Lessor's obligations hereunder arising after the date of such holder's acquisition of title as hereinafter described, and (c) to accept the Lessee as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise and the Lessee will agree to recognize the holder of such mortgage as the Lessor in such event, which agreement shall be made expressly to bind and inure to the benefit of the successors and assigns of the Lessee and of the holder and upon anyone purchasing said Premises at any foreclosure sale. The Lessor and the Lessee agree to execute and deliver any appropriate instruments necessary to confirm and to carry out the agreements contained in this Section. Any such mortgage to which this lease shall be subordinated may contain such terms, provisions and conditions as the holder deems usual or customary.

(c) Upon receipt of a request by the Lessor or any holder of a mortgage on all or any part of the Premises, the Lessee will thereafter send any such holder copies of all notices of default or termination or both given by the Lessee to the Lessor in accordance with any provision of this lease. In the event of any failure by the Lessor to perform, fulfill or observe any agreement by the Lessor herein or any breach by the Lessor of any representation or warranty of the Lessor herein, any such holder may at its election cure such failure or breach for and on behalf of the Lessor.

24. Leasehold Mortgages.

(a) Notwithstanding any other provisions of this Lease, the Lessee shall at all times and from time to time have the right to encumber, pledge, or convey all of its leasehold estate in the Premises, by way of one or more bona fide Leasehold Mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by the Lessee; provided, however, that

the Lessee shall give prior written notice to the Lessor of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such Leasehold Mortgagee and any other information regarding the Leasehold Mortgage and security documents which the Lessor may require.

(b) If a Leasehold Mortgagee shall, by written notice to the Lessor given within thirty (30) days after the execution, delivery and recording of a Leasehold Mortgage, notify the Lessor thereof and of the name and addresses of the Leasehold Mortgagee (and, if it so desires, its counsel) for notice purposes (it being agreed that if an address is given for a Leasehold Mortgagee's counsel as aforesaid, copies of all notices to be sent to such Leasehold Mortgagee shall also be sent to such counsel), and of the recording reference of its Leasehold Mortgage, and with such notice shall furnish to the Lessor a true copy of its Leasehold Mortgage, the Lessor agrees that so long as such Leasehold Mortgage shall remain unsatisfied of record, or until written notice of satisfaction thereof is given by the Leasehold Mortgagee to the Lessor (whichever shall first occur) the following provisions shall apply:

(i) The Lessor shall, promptly upon receipt of a communication purporting to constitute the notice provided for in the foregoing provisions of this Section 24, either provide the Leasehold Mortgagee submitting such communication (and each Qualified Leasehold Mortgagee then identified to the Lessor) with a written confirmation of the receipt of such communication and that the same constitutes the notice provided for in the foregoing provisions of this Section 24(b), or notify the Lessee and such Leasehold Mortgagee in writing of the rejection of such communication as not conforming with the foregoing provisions of this Section 24(b) and specifying the basis for such rejection, and such Leasehold Mortgagee shall have an additional period of thirty (30) days from the receipt of the Lessor's notice to notify the Lessor in conformity with the foregoing provisions of this Section 24(b). Each Leasehold Mortgagee which notifies the Lessor in conformity with the foregoing provisions of this Section 24(b) is referred to in the following provisions of this Section 24 as a "Qualifying Leasehold Mortgagee".

(ii) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address for notice purposes of a Qualifying Leasehold Mortgagee or of an assignee of any such Qualifying Leasehold Mortgagee, notice of the new name and addresses (including, if it so desires, that of its counsel) for notice purposes shall be provided to the Lessor prior to any such assignee being entitled to receive notices under this Lease.

(iii) There shall be no cancellation, surrender, termination or modification of this Lease by joint action of the Lessor and the Lessee or termination of this Lease by unilateral action of the Lessee under the provisions of this Lease permitting such termination by the Lessee, without in each case first securing the prior written consent of each Qualifying Leasehold Mortgagee, except in the case of a termination as permitted by Section 14.

(iv) The Lessor shall, upon giving the Lessee any notice of default or termination of this Lease or any other notices, reports, instructions or the like, simultaneously give a copy of such notice or document to each Qualifying Leasehold Mortgagee, and no notice of default or termination of this Lease given to Lessee shall be legally effective until a copy thereof has been given by the Lessor to each Qualifying Leasehold Mortgagee. Wherever in this Lease notice is to be given to such Qualifying Leasehold Mortgagee, a notice given to such Qualifying Leasehold Mortgagee, at its address specified in accordance with the foregoing provisions of this Section 24(b) and otherwise complying with the terms of the notice provisions of this Lease shall conclusively be treated as having been "given" within the meaning of the respective provisions calling for notice to each Qualifying Leasehold Mortgagee.

(v) Each Qualifying Leasehold Mortgagee shall have the same period, after such notice has been given to it, for remedying any default or causing the same to be remedied, as is given the Lessee after the giving of such notice to the Lessee, plus (x) in the case of a default in the payment of the Base Rent, an additional period of ten (10) days, and (y) in the case of any other default, an additional period of thirty (30) days, and if such default cannot with due diligence be cured within such additional thirty (30) day period, an additional time thereafter, provided that such cure is initiated during such additional thirty (30) day period and thereafter the curing of the same is prosecuted with diligence, and the Lessor shall accept such performance by a Qualifying Leasehold Mortgagee as if performed by the Lessee and shall not during such period exercise any of the Lessor's remedies hereunder.

(vi) In the case of any default by the Lessee, the Lessor agrees that it will take no action to effect a termination of this Lease or exercise any other remedy by reason of such default without first giving to each Qualifying Leasehold Mortgagee sixty (60) days to institute foreclosure proceedings which period, at the Lessor's sole option, may be concurrent with the cure periods described in clause (v) above, to complete such foreclosure or otherwise to acquire the interest of the Lessee under this lease with diligence and

without delay and to cure such default in the case of default which can be cured upon completing such foreclosure, and in the case of a default which by its nature is not susceptible of being cured by any Qualifying Leasehold Mortgagee, upon said Qualifying Leasehold Mortgagee acquiring the interest of the Lessee by foreclosure as aforesaid said default shall be deemed to have been waived; provided, however, (x) that the period for acquiring the interests of the Lessee by foreclosure or otherwise, as the case may be, shall be extended for the period during which such action is enjoined or stayed, (y) that such Qualifying Leasehold Mortgagee shall pay or cause to be paid the Base Rent and other monetary obligations of the Lessee under this lease as the same become due, and to continue good faith efforts to perform all of the Lessee's other obligations under this Lease which are susceptible of being performed by such Qualifying Leasehold Mortgagee, during the period of such forbearance, and (z) that nothing herein shall require any Qualifying Leasehold Mortgagee to begin or continue such foreclosure proceedings or preclude the Lessor from exercising (subject to the provisions of this Article 24 including, without limitation, Landlord's obligation to give such Qualifying Leasehold Mortgagee notice and opportunity to cure any such other default) any rights or remedies under this Lease with respect to any other defaults by the Lessee during the period of such forbearance.

(viii) In the event of a termination of this Lease for any reason, other than by expiration of the term, the Qualifying Leasehold Mortgagee holding the senior leasehold mortgage of the Leased Premises shall have the right, in addition to the foregoing rights and any other rights available to such Qualifying Leasehold Mortgagee, to elect to demand a new lease of the Leased Premises, exercisable by notice in writing to the Lessor within sixty (60) days after the giving of notice by the Lessor to each Qualifying Leasehold Mortgagee of such termination, for the balance of the term hereof effective as of the date of such termination, at the Base Rent and additional rent and upon all of the other terms, provisions, covenants and agreements set forth in this Lease except that the Lessor shall not be required to warrant and defend the right of possession of the lessee under such new lease against the Lessee herein or anyone claiming by, through or under the Lessee; provided, that, concurrently with the delivery of such notice, such Qualifying Leasehold Mortgagee shall have performed and thereafter shall continue to perform all obligations of the Lessee hereunder capable of being performed by such Qualifying Leasehold Mortgagee which would have accrued hereunder had this Lease remained in force until the time of such delivery. The parties shall act promptly after such notice and performance to execute such new lease. Any such new lease may, at the option of such Qualifying Leasehold Mortgagee, name as tenant a nominee of such Qualifying Leasehold Mortgagee.

(viii) Each Qualifying Leasehold Mortgagee shall be given notice of any arbitration or appraisal proceedings under the provisions of this Lease, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention.

25. Memorandum of Lease. Neither party will record this lease, but each party will on demand by the other party execute an appropriate memorandum or notice of this lease in form and substance reasonably satisfactory to the Lessor, and either party may record same at its expense.

26. Waiver of Subrogation. To the extent available under standard policies of insurance without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost, each party hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party for any loss of or damage to property arising out of fire or casualty and each party agrees that all insurance policies relating to the Premises shall contain waivers by the insurer of such liability, recovery, subrogation and suit. If extra cost is chargeable therefore, each party shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.

27. No Repairs by the Lessor. The Lessor shall have no obligation whatsoever to maintain, repair or remedy any portion of the Premises or to furnish any gas, water, electricity, light, heat, power, telephone or other utilities or services of any kind or nature used, rendered or supplied to, upon or in connection with the Premises.

28. Estoppel Letter. Either party will from time to time, upon not less than fifteen (15) days' prior request by the other, deliver to the other or any actual or prospective purchaser or holder of a mortgage on all or and part of the Premises or any assignee of the Lessee's rights, title and interests in this lease a written statement certifying whether or not this lease is in full force and effect and stating (a) the last date to which the Base Rent and other payments required hereunder have been made, (b) the amendments, if any, to this lease, (c) whether or not the other party is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to the other party for the payment of money, and (d) if so, each default or indebtedness. Each party hereby irrevocably appoints the other as its agent and attorney-in-fact to execute and deliver any such statement, such appointment being coupled with an interest, in the event that within such fifteen (15) days period, the other party

shall fail so to deliver any such statement to the requesting party or any such actual or prospective purchaser, holder or assignee.

29. No Liability. Anything else in this lease to the contrary notwithstanding, the Lessee shall look solely to the estate and property of the Lessor in the Premises for the satisfaction of any claim for the payment of money by the Lessor by reason of any default or breach by the Lessor of any of the terms and provisions of this lease to be performed, fulfilled or observed by the Lessor, and no other property or assets of the Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Lessee's remedies for any such default or breach.

30. The Lessor While an Owner. As used herein, "Lessor" shall mean the owner from time to time of the Lessor's estate and property in the Premises and if such estate and property be sold or transferred, the seller or transferor shall thereupon be relieved of all obligations and liabilities hereunder thereafter arising or occurring, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring, subject in any event to the provisions of Section 29.

31. Self Help. The Lessor agrees to furnish to the Lessee proof of each payment by the Lessor to the holder of any mortgage on all or any portion of the Premises superior to this Lease at least thirty (30) days after the expiration of the last day on which each such payment may be made without any fine, penalty, interest or cost being added thereto. In the event of any failure by the Lessor to make any payment due on any mortgage covering all or any portion of the premises continuing for fifteen (15) days after written notice to the Lessor specifying such failure without its being waived, or its effect cured, or cure thereof commenced and diligently prosecuted at all times thereafter, the Lessee may at its election make such payment for and on behalf of the Lessor. Any amount which the Lessee shall expend for such purpose shall either be paid by the Lessor to the Lessee on demand or the Lessee, at the Lessee's option, may deduct and withhold any such amount so expended by the Lessee from the Base Rent from time to time thereafter becoming due to the Lessor hereunder.

32. First Refusal. The Lessor agrees with the Lessee not to convey the Lessor's interest in the Premises during the Term unless and until the Lessor has by notice to the Lessee offered the same to the Lessee. Said notice shall contain a price for the Lessor's interest in the Premises determined by the Lessor in the Lessor's sole discretion (the "First Refusal Price") and the financing terms, if any, that may be offered by the

Lessor. The Lessee may elect to purchase the Lessor's interest in the Premises for the First Refusal Price with the financing terms contained in said notice only by giving notice of such election to the Lessor within thirty (30) days of the giving of the Lessor's notice, specifying a date for performance (the "Closing Date" for purposes of this right of first refusal) not less than 30 days and not more than 120 days after the giving of such notice of the Lessee's election to purchase, together with a deposit equal to ten percent (10%) of the First Refusal Price. In the event that the Lessee fails so to elect to purchase the Lessor's interest in the Premises, or after giving such notice of election, fails to complete the purchase as provided in Paragraph 34 hereof, then the Lessor shall be free thereafter for a period of one (1) year from the Lessor's notice to the Lessee or the Lessee's failure to complete the purchase to sell and convey the Lessor's interest subject to this lease at a price not lower than the First Refusal Price, with financing terms not more favorable than those offered to the Lessee, if any, but the Lessor shall not sell or convey the Lessor's interest to any person at any lower price or with more favorable financing terms, if any, without again offering the same to the Lessee in the manner aforesaid.

In the event the Lessee elects to purchase the Lessor's interest by notice given as provided above, conveyance of the Premises shall be made in accordance with the provisions of Paragraph 34 hereof.

If the Lessee shall fail to perform on the Closing Date specified in the Lessee's notice of election, then the deposit made with such notice shall be retained by the Lessor as liquidated damages and this shall be the Lessor's sole and exclusive remedy at law or in equity.

If the Lessor (if the Lessor is an individual), the Lessor's President or Treasurer (if the Lessor is a corporation) or the Lessor's general partners (if the Lessor is a general partnership or a limited partnership) shall make and record with the Middlesex South Registry District of the Land Court and the Middlesex South District Registry of Deeds an affidavit stating (1) that the Lessor has given notice to the Lessee as required herein, (2) that the Lessor has not received the Lessee's written notice of election to purchase within thirty (30) days of giving said notice, or that the Lessee has failed to complete the purchase as provided in said Paragraph 34, and (3) that a conveyance of Lessor's interest is made within one (1) year of said notice or the Lessee's failure to complete the purchase and at a price not less than the First Refusal Price and with financing terms, if any, not more favorable than those offered to the Lessee, then such affidavit shall be conclusive evidence of compliance with the requirements of this instrument with respect to such conveyance in favor of the grantee therein and all persons claiming through or under him. The provisions of this paragraph shall not be construed to apply to Mortgages of the Premises, or any

part thereof, or to sales or other not be construed to apply to mortgages of the Premises, or any part thereof, or to sales or other proceedings for the foreclosure thereof or to a deed given in lieu of foreclosure, or to any gift of the Lessor's interest in the Premises.

33. Option to Purchase. The Lessor grants to the Lessee, and its successors and assigns as Lessee hereunder, the option to purchase the Lessor's interest in the Premises on the Closing Date (as hereinafter defined for purposes of said option), for the Option Price (as hereinafter defined), exercisable by written notice from the Lessee to the Lessor given at any time during the period commencing with the beginning of the thirty-eighth (38th) Lease Year through and including the last day of the thirty-ninth (39th) Lease Year.

The "Closing Date" for purposes of the within purchase option shall be that date designated by the Lessee in its exercise of the said purchase option which shall be not less than 30 days and not more than 120 days after the establishment of the Option Price by agreement or arbitration as hereinafter provided. The "Option Price" shall be the fair market value of the Land at the time of purchase, taking into account the highest and best use of the Land at that time as if the Land were (1) vacant and (2) not encumbered by this lease, as determined by agreement of the Lessor and the Lessee or, in the absence of such agreement, as determined by arbitration in accordance with Section 4 hereof.

In the event the Lessee or any successors or assigns of the Lessee exercises the within purchase option, conveyance of the Premises shall be made in accordance with the provisions of Section 34 hereof.

34. Method of Conveyance of the Lessor's Interest to the Lessee. If said purchase option or said right of first refusal is so exercised, the Option Price, or the First Refusal Price less the deposit paid, as the case may be, shall be paid by a check or checks drawn by a Boston bank or banks on the Federal Reserve Bank of Boston or in such other manner as will make the consideration available in Boston to the Lessor for investment on the Closing Date, and the Lessor's interest in the Premises in their then physical condition shall be simultaneously conveyed, at noon on the Closing Date, by a good and sufficient quitclaim deed running to the Lessee or such nominee as it shall have designated by at least 30 day's prior written notice to the Lessor, delivered at the Middlesex South District Registry of Deeds or such office, if any, where such deed is to be recorded or filed in order to charge third parties with notice thereof, conveying a good and clear record and marketable title, subject only to the following matters affecting the Premises on the Closing Date:

- (a) the rights, easements and restrictions set forth or referred to in Exhibit B;

(b) easements and restrictions hereafter affecting the Premises so far as in force and applicable on the Closing Date, voluntarily created by the Lessor at any time with the Lessee's written approval, and easements and restrictions at any time imposed on the Premises by taking by eminent domain;

(c) unpaid real estate taxes;

(d) balances, if any, remaining due and unpaid on account of betterment assessments on the Premises;

(e) this lease and any encumbrances created by the Lessee, its successors or assigns;

(f) laws and regulations of any governmental authority;

(g) any changes in the Premises which may have occurred as a result of taking by eminent domain;

(h) such state of facts as an accurate survey and inspection would show;

If the Lessor shall be unable to give title or make conveyance as above stipulated, the Lessee shall have the election to accept such title as Lessor can deliver without any diminution in the Option Price or the First Refusal Price, as the case may be.

There shall be no closing adjustments, other than for the Base Rent and additional rent payable by the Lessee hereunder, for the month in which the Closing Date occurs.

If the Rule against Perpetuities or any rule of law with respect to restriction on the alienation of property shall limit the time within which the exercise of said purchase option, said right of first refusal or the Closing Date, or all, must occur, then such event or such events, as the case may be, to which such result applies, shall occur not later than the expiration of 20 years after the date of death of the last survivor of Anne S. Fishman and Peter S. Fishman (the children of Robert A. Fishman, presently of Newton, Massachusetts) or Michael Metzger (the child of Margaret A. Metzger, presently of Wellesley, Massachusetts).

35. Miscellaneous. All terms and provisions of this lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this lease shall be deemed of the essence and every breach thereof material to the

Lessor. All representations, warranties and agreements of the Lessee in this lease shall be deemed special, unique and extraordinary; any breach of any provision thereof by the Lessee shall be deemed to cause the Lessor irreparable injury not properly compensable by damages in action at law, and the rights and remedies of the Lessor hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. All rights and remedies of each party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein; the rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time or from time to time. This lease sets forth the entire agreement of the parties, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as supplement, alteration, amendment or change of any term or provision set forth herein, including this clause, unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

36. Notice. All notices and other communications, including, without limitation, consents and approvals, shall be in writing and deemed given and delivered when mailed, by registered or certified mail, postage and registration or certification charges prepaid, addressed, in the case of the Lessor, to the Lessor at the Lessor's Address set forth in Section 1, with a copy simultaneously so mailed to the Lessor's Counsel set forth in Section 1, at its address set forth in Section 1, and addressed, in the case of the Lessee, with a copy simultaneously so mailed to the Lessee's Counsel set forth in Section 1, at its address set forth in Section 1, except that either party may by written notice to the other designate another address which shall thereupon become the effective address of such party or its Counsel for the purposes of this Section.

37. Local Law. This lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.

38. Assignment and Subletting. The Lessee shall have the right to assign or sublease this lease without the Lessor's

prior consent, provided that such assignment or subleasing shall not release the Lessee, its successors or assigns, or any guarantor of the Lessee's performance hereunder, from continuing liability for the full performance of all the provisions hereof.

39. Headings. The Cover Page and Table of Contents preceding this lease and the captions to the various Sections of this lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

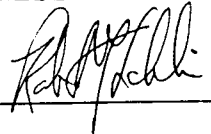
40. Separability. If any term or provision of this lease or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons, properties and circumstances, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.

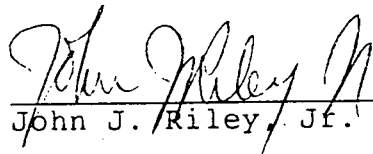
WITNESS the execution hereof under seal the day and year first above written.

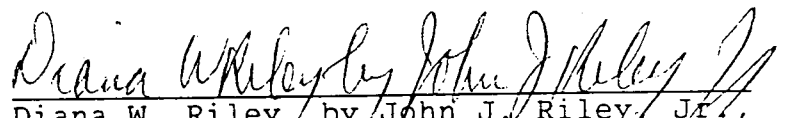
LESSOR:

SEAL

WITNESS TO BOTH:

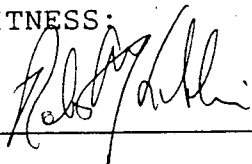


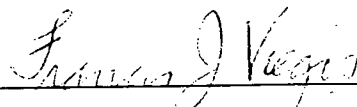

John J. Riley, Jr.


Diana W. Riley, by John J. Riley, Jr.,
her attorney in fact

DOWD ENTERPRISES, INC., the Lessee

WITNESS:



By 
Its PRESIDENT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

) SS.

March 12, 1987

Then personally appeared the above-named John J. Riley, Jr., and acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

) SS.

March 12, 1987

Then personally appeared the above-named Francis J. Viegas, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Dowd Enterprises, Inc., before me,



Notary Public

My commission expires:

ROBERT M. SCHLEIN, Notary Public

My Commission Expires Feb. 2, 1990

GUARANTEE

The undersigned hereby request John J. Riley, Jr., and Diana W. Riley (collectively, the "Lessor") to enter into the foregoing lease with Dowd Enterprises, Inc., as the Lessee, and as an inducement to the Lessor to do so, and additional consideration therefor, the undersigned hereby jointly and severally (a) guarantee unconditionally to the Lessor the full, faithful and punctual performance, fulfillment and observance of all of the obligations and liabilities of the Lessee under said Lease, (b) waive notice of and consent to any and all amendments, extensions or renewals of said Lease, any and all assignments, subleases and other action that may be permitted thereunder by the Lessor, any and all advances, extensions, settlements, compromises, favors and indulgences, any and all receipts, substitutions, additions, exchanges and releases of collateral, any and all additions and releases of persons primarily or secondarily liable, and any and all acceptances by the Lessor of negotiable instruments, commercial paper and other property, and agrees that none of the foregoing, should there be any, shall discharge or affect in any way the liability of the undersigned hereunder; (c) agree that all rights and remedies of the Lessor under said Lease and hereunder shall survive any discharge, moratorium or other relief granted any person primarily or secondarily liable in any proceeding under federal or state law relating to bankruptcy, insolvency or other relief or rehabilitation of debtors, and any consent by the Lessor to or participation by the Lessor in the proceeds of, any assignment, trust or mortgage for the benefit of creditors, or any composition or arrangement of debts, may be made without the undersigned being discharged or affected in any way thereby; (d) waive any right to require marshalling, or exhaustion of any right or remedy against any person, collateral or other property; and (e) waive presentment, demand, protest and notice of default, non-payment and protest and all demands, notices and suretyship defenses generally; provided, however, that the undersigned shall not be liable hereunder for defaults by the Lessee occurring after the expiration of four (4) years from the date hereof.

This Guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Witness the execution hereof under seal as of this
day of March 12, 1986.

Witnesses:

Edward T. Howard

Frank J. Viegas
Frank J. Viegas

Edward T. Howard

Daniel F. Sullivan
Daniel F. Sullivan

Edward T. Howard

Donald R. Fay
Donald R. Fay

Edward T. Howard

Peter W. Tomasini
Peter W. Tomasini

Edward T. Howard

Peter Jorgi
Peter Jorgi

Edward T. Howard

Charles W. Sullivan
Charles W. Sullivan

EXHIBIT A TO LEASE BY AND BETWEEN
JOHN J. RILEY, JR. AND DIANA W. RILEY,
AS LESSOR AND DOWD ENTERPRISES, INC., AS LESSEE

The five parcels of registered and unregistered land situated on Wildwood Street in Woburn, Middlesex County, Massachusetts, bounded and described as follows:

Parcel I (Registered Land)

A certain parcel of registered land situated on Wildwood Street, Woburn, Middlesex County, Massachusetts, shown as Lot 6 on Land Court Plan No. 22628B (being a subdivision of Lot 1 as shown on Land Court Plan 22628A), bounded and described as follows:

SOUTHWESTERLY AND WESTERLY by Wildwood Street as shown on said plan, by three lines measuring one hundred sixty-nine and 86/100 (169.86) feet, two hundred fifty-two and 07/100 (252.07) feet, and one hundred two and 09/100 (102.09) feet, respectively;

NORTHWESTERLY by the southeasterly line of Hinston Road, two hundred fifty-six and 71/100 (256.71) feet;

NORTHEASTERLY AND EASTERLY by a way as shown on said plan, by four lines measuring one hundred thirty-five and 96/100 (135.96) feet, one hundred nine and 75/100 (109.75) feet; seventy-three and 04/100 (73.04) feet, ninety-three and 06/100 (93.06) feet, respectively;

EASTERLY by Lot 8 on said plan, by two lines measuring one hundred sixteen and 66/100 (116.66) feet, and forty-nine and 77/100 (49.77) feet, respectively; and

NORTHEASTERLY by Lot 4 as shown on said plan, four hundred fifteen and 02/100 (415.02) feet;

containing 224,987 square feet of land, according to said plan.

Parcel II (Registered Land)

A certain parcel of unregistered land situated on Wildwood Street in Woburn, Middlesex County, Massachusetts, shown as Lot 2 on Land Court Plan No. 23536B (being a subdivision of the land shown on Land court Plan 23536A), bounded and described as follows:

SOUTHEASTERLY by the northwesterly line of Hinston Road as shown on said plan, two hundred twenty-two and 64/100 (222.64) feet;

WESTERLY by Wildwood Street, as shown on said plan, two hundred eighty-seven and 57/100 (287.57) feet;

NORTHWESTERLY by Lot 2 on Land Court Plan 27496A, five and 40/100 (5.40) feet; and

NORTHEASTERLY by a way as shown on said plan, by two lines measuring one hundred twenty-three and 10/100 (123.10) feet and one hundred seventy-one and 50/100 (171.50) feet, respectively;

containing 31,146 square feet of land, according to said plan;

Parcel III (Registered Land)

A certain parcel of registered land, situated on Wildwood Street in Woburn, Middlesex County, Massachusetts, bounded and described as follows:

WESTERLY by Wildwood Street six and 49/100 (6.49) feet;

NORTHEASTERLY by the way shown on said plan, four and 30/100 (4.30) feet; and

SOUTHEASTERLY by Lot 2 shown on Land Court Plan 23536B, five and 40/100 (5.40) feet

containing 12 square feet of land, according to said plan.

For the title of John J. Riley, Jr. and Diana W. Riley to the above-described Parcels I, II, and III, reference is made to Certificate of Title No. 166865.

Parcel IV (Registered Land)

A certain parcel of land, situated in Woburn, Middlesex County, Massachusetts, shown as Lot 10 on Land Court Plan No. 22628C, bounded and described as follows:

WESTERLY by Lot 6 on Land Court Plan 22628B, by two lines measuring one hundred sixteen and 66/100 (116.66) feet, and forty-nine and 77/100 (49.77) feet, respectively;

SOUTHERLY by Lot 9 shown on said plan, thirty-three and 57/100 (33.57) feet;

EASTERLY by Lot 2 shown on Land Court Plan 22628A, by two lines measuring fifty three and 52/100 (53.52) feet and one hundred two and 62/100 (102.62) feet, respectively, and

NORTHERLY thirty and 30/100 (30.30) feet,

containing 4,784 square feet of land, according to said plan.

For title of John J. Riley, Jr. and Diana W. Riley to said Parcel IV, reference is made to deed of Wedel Corporation, dated January 30, 1987, to be registered, the title of said Wedel Corporation being registered under Certificate of Title No. 173576.

Parcel V (Unregistered Land)

A certain parcel of unregistered land in Woburn, Middlesex County, formerly a portion of Hinston Road, and being all of the land situated between Lot 6 on Land Court Plan 22628B (Parcel I above) and Lot 2 on Land Court Plan No. 23536B (Parcel II above), being shown as Lot E on a plan entitled "Plan of Land in Woburn, Mass.," dated July 15, 1986, revised September 11, 1986, by Hayes Engineering, Inc., to be recorded herewith and being the same premises described in a deed of Alice Markham, dated February 28, 1986, recorded with Middlesex South District Registry of Deeds in Book 17377, Page 182.

For title of John J. Riley and Diana W. Riley to said Parcel V, reference is made to said deed of Alice Markham, dated February 28, 1986, recorded with said Deeds in Book 17377, Page 182.

Said Parcels I-V above, being together bounded and described as follows:

A certain parcel of registered and unregistered land situated on Wildwood Street in Woburn, Middlesex County, Massachusetts, shown as Lots 2, 4, 6, 10 and E on a plan entitled "Plan of Land in Woburn, Mass.," dated July 15, 1986, revised September 11, 1986, by Hayes Engineering, Inc., to be recorded with Middlesex South District Registry of Deeds, together more particularly bounded and described as follows:

SOUTHWESTERLY

and WESTERLY by Wildwood Street as shown on said plan, by 3 lines measuring one hundred and sixty-nine and 86/100 (169.86) feet, two hundred fifty-two and 7/100 (252.07) feet and four hundred forty-one and 08/100 (441.08) feet, respectively;

NORTHEASTERLY by a way as shown on said plan, by 7 lines measuring four and 30/100 (4.30) feet, one hundred twenty-three and 10/100 (123.10) feet, two hundred thirteen and 75/100 (213.75) feet, one hundred thirty-five and 96/100 (135.96) feet, one hundred nine and 75/100 (109.75) feet, seventy-three and 04/100 (73.04) feet, and ninety-three and 06/100 (93.06) feet, respectively;

NORTHERLY by said way, thirty and 30/100 (30.30) feet;

EASTERLY by Lot 2 on Land Court Plan 22628A, by 2 lines measuring one hundred two and 62/100 (102.62) feet and fifty-three and 52/100 (53.52) feet, respectively; and

SOUTHERLY by Lot 9 on Land Court Plan 22628C and Lot 4 on Land Court Plan 22628B, four hundred forty-eight and 59/100 (448.59) feet

containing a total of 270,511 square feet of land according to said plan.

EXHIBIT B

TO LEASE BY AND BETWEEN JOHN J. RILEY, JR.
AND DIANA W. RILEY, AS LESSOR AND
DOWD ENTERPRISES, INC. AS LESSEE

1. Flow of an ancient water course running through the premises as shown on Land Court No. 22628A.
2. Rights of others to use Hinston Road, particularly the owners of the land shown on a plan entitled "Walnut Hill Farms, Woburn, Mass., Developed by Hinston Realty Trust" dated May, 1923 by Alfred Millhouse, C.E., recorded in Plan Book 320, Plan 29, and the rights of the owners of Lots 388, 389 and 390 on said plan to use Hinston Road, conveyed by instrument dated January 23, 1925, recorded in Book 4812, Page 63.
3. Order of Taking by the City of Woburn for Wildwood Avenue, dated August 19, 1970, recorded in Book 11880, Page 384, filed as Document No. 689292.

DOWD ENTERPRISES, INC.

CLERK'S CERTIFICATE

I, Charles W. Sullivan, Clerk of Dowd Enterprises, Inc. hereby certify that at a meeting of the Directors of the Corporation on March 12, 1987 the following vote was taken and remains in full force and effect.

"RESOLVED: To authorize the President and/or Treasurer to execute any leases, notices of leases, contracts, and any other documents and contracts on behalf of the corporation and particularly and specifically a lease of land located in Woburn, Massachusetts with John J. Riley, Jr. and Diana W. Riley as Lessors and a construction contract with Condyne, Inc."

ATTEST:



CLERK

rec 5

QUITCLAIM DEED
(Registered Land)

Wedel Corporation, a Massachusetts corporation, with a principal address at 228 Salem Street, Woburn, Massachusetts, for nominal, non-monetary consideration paid, the receipt whereof is hereby acknowledged, hereby grants with Quitclaim Covenants to Diana W. Riley of Lynnfield, Massachusetts, a three-fifths (3/5) undivided interest in the land hereafter described and to John J. Riley, Jr., of said Lynnfield, the remaining two-fifths (2/5) undivided interest in said land, to be held by them as tenants in common, in accordance with their respective interests, the following parcel of registered land, bounded and described as follows:

That certain parcel of land situated in Woburn, Middlesex County, Massachusetts, shown as Lot 10 on Land Court Plan No. 22628C, being more particularly bounded and described as follows:

SOUTHERLY By Lot 9 on said plan, thirty-three and 57/100 (33.57) feet;

WESTERLY By Lot 6 on Land Court Plan no. 22628B, by two lines measuring forty-nine and 77/100 (49.77) feet and one hundred sixteen and 66/100 (116.66) feet, respectively;

NORTHERLY By land of owners unknown, thirty and 30/100 (30.30) feet; and

EASTERLY By lot 2 on Land Court Plan No. 22628A, by two lines measuring one hundred two and 62/100 (102.62) feet and fifty-three and 52/100 (53.52) feet, respectively;

Said Lot 10 containing 4,784 square feet of land, according to said plan.

Said premises are conveyed subject to real estate taxes assessed as of January 1, 1986, not yet due and payable.

For the Grantor's title to said premises, reference is made to Certificate of Title No. 173576.

The nominal, non-monetary consideration for this conveyance is to adjust the boundaries of property owned by the Grantor and the Grantees in order to facilitate development of the Grantees' adjacent land in a manner consistent with the existing development of the Grantor's land.

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

FEB 13 1987
Plan 22628C Lot 10
(EXAMINED AS TO DESCRIPTION ONLY)
Louis A. Moore, Engineer *ac*

IN WITNESS WHEREOF, the said Wedel Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John J. Riley, Jr., its President and Treasurer, hereto duly authorized, this 30th day of January, 1987.

WEDEL CORPORATION

By John J. Riley, Jr.
John J. Riley, Jr., its
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk

, ss

February 10
~~January~~, 1987

Then personally appeared the above-named John J. Riley, Jr., President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Wedel Corporation, before me,

Robert M. Schlein

Notary Public

My commission expires:

ROBERT M. SCHLEIN, Notary Public
My Commission Expires Feb. 2, 1990

NOTICE OF LEASE

DATED: May²¹, 1985

Pursuant to the provisions of Section 4 of Chapter 183 of the General Laws of Massachusetts, notice is hereby given of the following Lease:

(1) PARTIES TO LEASE:

Landlord: Wedel Corporation
Mailing Address: 228 Salem Street, Woburn,
Massachusetts 01801.

Tenant: Riley Leather Co., Inc.
Mailing Address: 228 Salem Street, Woburn,
Massachusetts 01801.

(2) DATE OF EXECUTION: As of May²¹, 1985.

(3) TERM: An initial term of five years and continuing in full force and effect after the above initial term from year to year until May 20, 2030 unless terminated as provided therein.

(4) PREMISES: Certain land and buildings thereon located at 228 Salem Street, Woburn, Massachusetts, and more particularly described in Exhibit A hereto, and, except as otherwise set forth in the Lease, all rights and benefits appurtenant thereto, including certain water rights as set forth in deed dated January 6, 1983, recorded with Middlesex South District Registry of Deeds in Book 14851, Page 337, and filed with the Middlesex South Registry District of the Land Court as Document No. 633353.

This instrument is executed pursuant to the provisions contained in the Lease, does not purport to include all of the provisions thereof, and is not intended to vary the terms and conditions thereof.

WITNESS the execution hereof, under seal, this 21st
day of May, 1985.

Landlord: WEDEL CORPORATION

By John J. Riley, Jr.
John J. Riley, Jr.
President

Tenant: RILEY LEATHER CO., INC.

By Charles J. Sheehan
Charles J. Sheehan,
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 21, 1985

Then personally appeared before me the above-named John J. Riley, Jr., President of WEDEL CORPORATION and acknowledged the foregoing instrument was executed by him in said capacity and was the free act and deed of said corporation.

Margaret Ann Metzger
Notary Public

My commission expires:

~~My Commission Expires November 21, 1991~~

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 21, 1985

Then personally appeared before me the above-named Charles J. Sheehan, President of Riley Leather Co., Inc., and acknowledged the foregoing was executed by him in said capacity and was the free act and deed of said corporation.

Margaret Ann Metzger
Notary Public

My commission expires:

~~My Commission Expires November 21, 1991~~

EXHIBIT A

Description of the Real Property

The Leased Premises consist of the two parcels of registered land described below together with the improvements thereon and the appurtenant water rights described below:

Parcel I (Registered Land)

A certain parcel of land, situated in Woburn, Middlesex County, Massachusetts shown as Lots 5, 4, and 8 on Land Court Plan 22628B, together bounded and described as follows:

SOUTHEASTERLY	by Salem Street, by two lines totaling four hundred and forty-nine and 41/100 feet;
SOUTHWESTERLY	seventy-three and 70/100 feet;
NORTHWESTERLY	twenty-one and 50/100 feet;
SOUTHWESTERLY	by four lines totaling four hundred twenty-one and 77/100 feet;
SOUTHWESTERLY	by Wildwood Street, one hundred seventy-four and 72/100 feet;
NORTHWESTERLY	by Lot 6 on said plan, by one line four hundred fifteen and 02/100 feet;
WESTERLY	again by said Lot 6, by two lines totaling one hundred sixty-six and 43/100 feet;
NORTHERLY	by the way shown on said plan, thirty and 30/100 feet; and
EASTERLY	by Lot 2 on Land Court Plan 22628A, by five lines totaling seven hundred thirty-nine and 23/100 feet.

Parcel II (Registered Land)

A certain parcel of land, situated in said Woburn, shown as Lots 2 and 3 on Land Court Plan 22628A, a copy of a portion of which is filed in the Middlesex South Registry District of the Land Court in Registration Book 485, Page 165, with Certificate of Title No. 73122, bounded and described as follows:

SOUTHEASTERLY	by Salem Street by two lines totaling one hundred ninety-one and 11/100 feet;
SOUTHWESTERLY	by land shown as a way on said plan (said way being Lot H on Land Court Plan 22628B), by five lines totaling seven hundred thirty-nine and 23/100 feet;

[Handwritten signature]

NORTHWESTERLY by land now or formerly of John W. Buckley, et al., two hundred sixty and 69/100 feet;

NORTHERLY by land now or formerly of Woburn Packing Co., seventy-five and 42/100 feet; and

NORTHEASTERLY by land now or formerly of Boston and Maine Railroad, (Montreal Div.), eight hundred nineteen and 04/100 feet.

Except as otherwise provided in, and subject to the terms of the Lease, the above-described premises are to be leased to the Lessee together with an appurtenant perpetual right and exclusive easement to the Lessee, its heirs and assigns in, over, across, and under the Burdened Land (hereinafter defined):

(a) to use, operate, maintain, inspect, repair, remove, relocate and replace from time to time the well presently located on the Burdened Land (hereinafter called the Existing Well);

(b) to search for, install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time an additional well or wells of such depth and design as the Buyer may deem desirable at any location on the Burdened Land (hereinafter called the Additional Wells; the Existing Well and the Additional Wells are hereinafter collectively called the Wells);

(c) to use, operate, maintain, inspect, repair, remove and replace from time to time any existing pipelines, electrical service, utilities, and any other equipment or facilities used in connection with the Wells, and to draw water from the Wells through said pipelines in such quantities as the Buyer may deem desirable;

(d) to install, use, operate, maintain, inspect, repair, remove, relocate and replace from time to time any additional pipelines, electrical wires, poles, guys, and equipment for the transmission of electricity, other utilities or any other equipment the Buyer may deem desirable to use in the operation of the Wells, and to draw water from the Wells through said pipelines in such quantities as the Buyer may deem desirable;

(e) to enter upon the Burdened Land at any time and from time to time, and to permit any other person to so enter upon the Burdened Land to perform any and all acts pursuant to the Buyer's rights under the Real Property Lease.

The Burdened Land is land of Wildwood Conservation Corporation described as follows:

DRN
EJE

(a) Lots 1 and 2 shown on Land Court Plan No. 32181A filed with said Registry District in Registration Book 756, Page 36, with Certificate 125186; and

(b) Lot B shown on Land Court Plan No. 3507A2 filed with said Registry District in Registration Book 65, Page 381 with Certificate 60845, excepting and excluding: (i) Lot B1 shown on Land Court Plan No. 3507B, filed with said Registry District in Registration Book 389, Page 197, and (ii) Lots 1 and 2 shown on Land Court Plan No. 3507C filed with said Registry District in Registration Book 512, Page 318.

9/2/11
Eja